

## **Agenda**

**Catherine Rybczynski Town Clerk**

**Town Board of the Town of Hamburg**

**April 24, 2023**

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Hearing Ch 280 Proposed LL #4**
- 4. Minutes of Previous Meeting**
- 5. Adult Day Services- County Agreement Renewal**
- 6. Mt Vernon Sanitary Sewer Lining**
- 7. Hydroseeder Purchase**
- 8. 2022 and 2023 Grants and Donations Budget Adjustment**
- 9. 2022 and 2023 Recoveries and Sales Budget Adjustment**
- 10. 2022 Budget Adjustments**
- 11. PAF - Youth, Recreation & Senior Services**
- 12. B&G PAF**
- 13. B&G Out-Of-Town Travel Request**
- 14. PAF-Information Technology**
- 15. Senior Pool Building Repairs**
- 16. New Ag District and 3 new overlays SEQR Resolution**
- 17. Create New Ag District and 3 new overlays**
- 18. Camp Road Interchange District Resolution**
- 19. Agreement - Drescher and Malecki**
- 20. Highway Garage Electric Upgrades**
- 21. Highway Garage Roof, Insulation, & Repairs**
- 22. Re-Bid Highway Garage HVAC Upgrades and repairs**
- 23. Business from the Floor**
- 24. Meeting is adjourned by Supervisor**

**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**3. Public Hearing Ch 280 Proposed LL #4**

**LEGAL NOTICE TOWN OF HAMBURG**  
**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that there has been presented to the Town Board on April 10, 2023, pursuant to the Municipal Home Rule Law, a proposed local law, to be known as proposed local law #4, 2023; said local law provides for an amendment to Chapter 280 of the Zoning Code of Town of Hamburg, Article XLV, Chapter 280-311(H), by adding the following:

Chapter 280-311(H) Compliance with SEQR.

The Zoning Board of Appeals shall comply with the provisions of the State Environmental Quality Review Act (SEQR) under Article 8 of the Environmental Conservation Law and its implementing regulations as codified in Title 6 NYCRR 6517. The ZBA is subject to the New York SEQR law and for those actions not meeting the Type II designation (not subject to SEQR completed prior to the ZBA taking an action. Typically, the lead agency shall be determined and designated by mutual agreement of all involved agencies within 30 calendar days of the EAF being mailed, as provided by §617.6 of Title 6 of NYCRR. In all cases, the lead agency shall be the agency, board or body having final authority to approve or undertake the action. When projects require multiple approvals from the Town's Zoning, Planning and Town Boards, the Town Board of the Town of Hamburg shall be the lead agency. When projects require multiple approvals from the Town's Zoning and Planning Boards, the Planning Board of the Town of Hamburg shall be the lead agency.

THEREFORE, pursuant to the statutes and the provisions of the Municipal Home Rule Law, the Town Board of the Town of Hamburg will hold a public hearing on April 24, 2023, at 7:00 p.m. (local time), at which time all interested persons may be heard.

Dated: April 10, 2023

Catherine Rybczynski  
Town Clerk  
Town of Hamburg

**Town Board of the Town of Hamburg  
April 24, 2023 Meeting**

**4. Minutes of Previous Meeting**

RESOLVED, that the Hamburg Town Board does hereby approve the minutes of the previous meeting as follows:

Town Board Regular Meeting 3.27.2023

Moved: Comerford

**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**5. Adult Day Services- County Agreement Renewal**

**BE IT RESOLVED**, the Town Board authorize the Supervisor to sign the renewal agreement between Erie County through its Dept. of Senior Services and Hamburg Adult Day Services of the Dept. of Youth, Recreation & Senior Services. The agreement is to provide social adult day care services for older adults with Alzheimer's Disease or related disorders in order to give families a respite from their caregiver responsibilities. The location of the program is the Hamburg Senior Community Center at 4540 Southwestern Blvd. and the term of the agreement is from April 1,2023 to March 31,2024.

**MOVED:** Connolly

**ATTACHMENTS:**

| Description | Upload Date | Type       |
|-------------|-------------|------------|
| Agreement   | 4/20/2023   | Cover Memo |

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: Social Adult Day Care Services / Respite

2. CONTRACT PERIOD: 4/1/23-3/31/24

3. ORGANIZATION:

Name: **Town of Hamburg**

Mailing Address: Hamburg 6100 South Park Avenue  
Hamburg, New York 14075

Office Phone: (716) 649-6111

Federal I.D. No.: 16-6002270

Executive Director/Administrator: Randall Hoak, Town Supervisor

Email: supervisor@townofhamburgny.com

4. PROGRAM CONTACT:

Name, Title: Joseph Wenzel, Assistant Director

Mailing Address: 610 South Park Avenue  
Hamburg, New York 14075

Office Phone: (716) 646-0255

Email: jwenzel@townofhamburgny.com

## **AGREEMENT**

THIS AGREEMENT made on the 1st day of April 2023 between the COUNTY OF ERIE (the "County"), a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, acting by and through the Erie County Department of Senior Services, (the "Department"), and

### **Town of Hamburg**

(the "Agency"), a municipal corporation of the State of New York, by and through Town of Hamburg Senior Services, organized under the laws of the State of New York having an office and principal place of business at:

**6100 South Park Avenue, Hamburg, New York 14075**

### WITNESSETH:

WHEREAS, the County desires to make available to the residents of Erie County, services to the older adults as authorized by the New York State Office for the Aging and by the Erie County Legislature, the Erie County Department of Senior Services is hereby authorized to establish, operate and maintain programs and services for the elderly; and

WHEREAS, the County and the Agency in the spirit of mutuality and partnership, desire to provide the residents of the County the optimum quantity of geriatric services of the highest professional quality; and

WHEREAS, the Agency enjoys the use of facilities and has the capacity for the provision of certain services to the aging; and desires to provide social adult day care services for older adults with Alzheimer's Disease or related disorders in order to give their families a respite from their caregiving responsibilities; and

WHEREAS, the County desires to contract for such services and the Agency has agreed to furnish such services to the residents of the County;

NOW, THEREFORE, the County and the Agency agree as follows:

### **ARTICLE I: THIS AGREEMENT**

Section 1.1 Incorporations. The agreement between the parties shall consist of this Agreement and the following Schedules which are attached hereto and made part hereof:

Schedule "A": Statement of Services.

Schedule "B": County Standard Insurance Provisions. Classification C.

Schedule "C": Program Specific Standard Assurances. Agency may also be referred to as "Applicant" in Schedule C.

Schedule "D": Standard Assurances - New York State Office for the Aging.

Schedule "E" Remuneration Schedule – Social Adult Day Care  
 Schedule "F": Business Associate Agreement  
 Schedule "G": Erie County Executive Order #13 - Pay Equity

Section 1.2 Agreement. The Agency agrees to provide the services set forth herein subject to all the terms and conditions set forth in this Agreement and Schedules hereof. Agency further agrees to all the representations, terms, and conditions set forth in the attached Schedules listed above as if fully set forth in this Agreement. This Agreement and the Schedules above shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 1.3 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

## **ARTICLE II: TERM OF THIS AGREEMENT**

Section 2.1 Term of Agreement: The term of this Agreement shall commence on April 1, 2023 and shall terminate on March 31, 2024 unless terminated earlier pursuant to the provisions of this agreement.

### **Section 2.2 Termination.**

A.) In the event that services under this agreement are not satisfactory to the County or to the New York State Office for the Aging, the County may terminate this agreement upon ten (10) days written notice to the Agency either by personal service or by certified or registered mail.

B.) The County may terminate this Agreement in the event the terms and conditions hereof are not fully complied with by the Agency by giving ten (10) days notice to the Agency, in writing, of its intention to terminate for that reason.

C.) Otherwise, either party may at any time during the term of this Agreement or any extension thereof terminate this Agreement by giving to the other party thirty (30) days written notice of its intention to terminate.

D.) The Agency agrees that in the event of termination of the agreement prior to the expiration date set forth in this Agreement, the Agency agrees to:

1) Account for and refund to the County, within thirty (30) calendar days, any funds that have been paid to the Agency pursuant to this agreement that are in excess of unreimbursed expenses incurred prior to the notice of termination;

2) Not incur any further obligations pursuant to the agreement beyond the termination date;

3) Submit, within thirty (30) days of termination, a report listing each and every

receipt, expenditure of funds, program activity, accomplishment, and obstacle encountered relating to this agreement.

4) Return all fixed assets belonging to the County of Erie, purchased under the terms of this or preceding contracts.

Section 2.3 County's Rights. In the event the County determines that there has been a material breach by the Agency of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Agency of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency . Without limiting the foregoing, upon written notice to the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

### **ARTICLE III: BASIC OBLIGATIONS OF AGENCY**

Section 3.1 Contract Services. The Agency shall provide to the residents of Erie County the contract services set forth in Schedule "A" attached to this Agreement. The contract services shall be carried out by the Agency in accordance with current industry standards and trade practices.

Section 3.2 Duty to Report Progress. The Agency shall report to the County on its progress toward completing the contract services, as the Commissioner of Senior Services or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this agreement.

Section 3.3 Insurance The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Liability Insurance and Worker's Compensation are required to provide to the Department, proof of coverage equivalent to the limits required by this Section as specified in Schedule B. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

In the event that a required insurance policy is cancelled, expires or lapses, the Agency shall submit to the County an updated Certificate of Insurance, which shall be reviewed for approval by the County of Erie Department of Law and all payments will be delayed until the requirements are met. In addition, the County reserves the right to terminate this Agreement should the Agency fail to provide the required insurance within 30 days of the policy's cancellation, expiration or lapse.



Section 3.4 Contract Expenses. The Agency shall be responsible for all costs involved in the delivery of contract services and shall incur only those expenses set forth in this Agreement on any Schedule attached hereto. Subcontracts for services as required under this agreement shall also be in accordance with this Agreement and any Schedule attached hereto.

Section 3.5 Professional Standards and Levels of Service. All contract services will be delivered in accordance with generally accepted standards of professional quality and quantity. The units of service as specified shall be periodically reviewed by the parties, and where appropriate, the units of service specification may be adjusted by the mutual agreement of the parties in writing. No reduction in the level of services shall be permitted if such reduction alters the basic nature or adversely affects the quality of the contract services. If the Agency is delivering service at a rate which, in the judgment of the Department will result in a level of service below that agreed upon, the Department may, after notifying the Agency, formally request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

Section 3.6 Required Performance Agency agrees that, whether during the contract term or thereafter, it will do all necessary acts and sign any and all documents, contract amendments and/or supplemental agreements which may be required or necessary to maintain grant status and/or to satisfy requirements by federal, state, county and grant providers or which may be required to maintain or to obtain additional grant funds applicable to the term set forth in this Agreement.

Section 3.7. Indemnification. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", Agency agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County: (a) the Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and (b) Agency shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 3.8 Non-assignability and Subcontract Agreements. The Agency shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or of its right, title, or interest herein or its power to execute this Agreement to any person or corporation without the previous consent, in writing, of the County. All agreements between the Agency and a subcontractor(s) shall be by written contract only. Any subcontract submitted for approval by the County must provide in writing that the Agency will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between the Agency and the County and any other requirement applicable to the Agency in the provision of contract services. Where required by New York State law, all subcontractors shall be licensed and certified to perform contract services by the Offices of New York State. All subcontracts entered into by the Agency shall be written in accordance with all local, New York State and Federal laws, rules and regulations and shall be

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available for review by the County and the Offices of New York State. No subcontract shall provide for the County to incur financial obligation. All subcontracts entered into by the Agency with a subcontractor shall be governed by applicable provisions of New York State law relating to conflict of interests. The Agency shall not be relieved of any responsibility under this Agreement by any subcontract. The Provider shall require by written agreement all subcontractors and their employees to observe all applicable local, New York State and Federal laws, rules and regulations relating to the confidentiality of client records and information.

Section 3.9 Agency Status Written notice to the County pursuant to the notice provisions above AND to the Erie County Department of Law, 95 Franklin Street, Rath Building-16<sup>th</sup> Floor, Buffalo, New York, 14202 shall be given by Agency should: (A) Agency's status be altered in any way; and/or (B) Agency be subject to investigation concerning acts or omissions which would affect Agency's status and/or licensure. Immediate notice under this section means postmarked First Class Mailing no later than 72 hours after any alteration of license status or knowledge of any investigation.

Section 3.10. Compliance with the Law. The Agency shall furnish the contract services in compliance with all applicable Federal, State, County, Local and Department laws, rules, regulations, and policies and procedure manuals. The Agency shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

#### **ARTICLE IV: PAYMENTS FOR SERVICES**

Section 4.1 Amount payable by the County. For the services to be performed pursuant to this Agreement, the Agency shall be paid as is specified in Schedule E attached hereto. The Agency understands and agrees that the Erie County Legislature, by adoption of its annual budget, authorizes and appropriates an aggregate amount of funding to be shared among contractual agencies performing similar services as the services provided hereunder. In no event shall the County's obligation to make payment under this agreement exceed the total amount of funding appropriated.

Section 4.2 Availability of Funds. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct

an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties further recognize and acknowledge that the obligations of the County under this Agreement may be subject to the County's receipt of funds from agencies of New York State, the United States of America, or other non-county sources. If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State or the United States of America, or non-county source, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Section 4.3 Refund by the Agency. If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 4.4 Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the Department may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

Section 4.5 Payment Conditional. All payments by the County under this agreement shall be subject to revision on the basis of an audit conducted by the Comptroller of Erie County, any appropriate state agency, or the Department. Furthermore, if the New York State Office for the Aging shall fail to approve full state and federal aid reimbursement for payments by the County to the Agency under this agreement by reason of any act or omission of the Agency, the County's obligation shall be reduced by the amount so not approved, and any County matching funds. The

County may withhold from any payment due to the Agency on any agreement, or recover from the Agency, an amount equal to the sum so not approved and any County matching funds. The County may withhold payment to the Agency of the sum not in excess of ten (10) percent of the obligation of the County stated in this Agreement until after an audit satisfactory to the Department has been completed, provided an audit has been commenced within one (1) year from the date from which payment is withheld. The Department shall settle accounts with the Agency on the basis of that audit within a reasonable time, not to exceed three (3) months, after the audit is transmitted to the Agency.

#### **ARTICLE V: RESPONSIBILITIES OF THE DEPARTMENT**

Section 5.1 General Supervision and Evaluation. The Department shall provide, in a manner consistent with Federal, State and local laws and regulations, general supervision and evaluation over the contract services and facilities rendered, administered or coordinated by the Agency.

Section 5.2 Revision of Contract. The Department shall, during the term of this Agreement, review any proposals submitted by the Agency to change the contract services. The Department may authorize appropriate amendments to this contract upon the mutual agreement of both parties that such change or changes are desirable. All budget transfers for any approved changes in services pursuant to this Section must be in compliance with the requirements of this Agreement. In no event shall such change result in an increase in the obligation of the County without the authorization in writing of the County Executive of Erie County and, when necessary, the authorization of the Erie County Legislature.

#### **ARTICLE VI: RECORDS, REPORTS, AUDITS.**

##### **Section 6.1 Records.**

A.) The Agency shall keep records with respect to delivery of contract services performed under this agreement. Such records shall be kept separate or identifiable from those relating to other activities of the Agency. The Agency shall maintain adequate individual client service records which shall, subject to the provisions of this Agreement, be made available to the Department. Individual records or evaluations shall be transferred to the Department or other providers of services only upon the written authorization from the client.

B.) Any information transferred to a provider of services to the aging is to be confidential and used solely for the benefit of the client. At the expiration or termination of this agreement, or any extension thereof, all plans and programs for providing services, all educational plans, programs and materials, all program records, and all program evaluation shall become the property of the Department on behalf of the County. Individual records and evaluations shall be transferred to the Department if the Agency is not adequately maintaining such records or if the Agency is dissolved. The Agency's obligation under this Section shall continue beyond the termination of this agreement and shall be in compliance with confidentiality requirements of applicable laws. The Agency shall implement appropriate privacy and security safeguards to protect the confidentiality, integrity and availability of

protected health information, including but not limited to privacy and security policies, employee training, and access, use and disclosure restrictions.

Section 6.2 Record Retention. The Agency shall retain all books and records (including supporting documents) relating to its performance under this agreement for seven (7) years from the expiration or termination date of this agreement unless permission is given to the Agency in writing by the Department to destroy them prior to the expiration of the seven (7) year period.

Section 6.3 Audit, Inspection and Visitation.

A.) Subject to the confidentiality and privilege provisions of this Agreement, the Agency shall during regular business hours make available for reasonable audit, inspection and visitation by the Department, the Erie County Comptroller, the New York State Office for the Aging, and the New York State Department of Audit and Control, U.S. Administration on Aging or any persons retained by these agencies, its contract services, facilities, and all financial, statistical and client reports, records, memoranda and other data relating thereto. Further, the agency shall provide a copy of any audit, and/or management letter received from any independent auditor who has occasion to audit said agency's books and records and provide such audit and/or management letter to such agency, to the Erie County Comptroller's Office, 11th Floor - Rath Building, Buffalo, New York, 14202, and the Erie County Department of Senior Services, Attention: Fiscal Management Unit, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202.

B.) In the event, this Agreement is funded in part by funds from the Federal government, the agency must meet the audit requirements of Office of Management and Budget Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F as currently named, numbered and/or amended, as well as any additional audit requirements contained in this Agreement and Schedules of this Agreement.

Section 6.4 Confidentiality and Privilege. All examinations, inspections, audits and visitations hereunder shall, in the absence of an effective waiver by the client, be conducted in accordance with client confidentiality requirements of applicable laws, on the Agency's premises, and at the discretion of the Agency, in the presence of an Agency representative.

**ARTICLE VII: MISCELLANEOUS**

Section 7.1 Relationship of Parties The Agency and the County agree that the Agency and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees, agents or servants of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will act as, hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 7.2 New York Law and Interpretation

A.) This Agreement shall be construed and enforced in accordance with the laws of

the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

B.) If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 7.3 No Third-Party Reliance Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

Section 7.4 No Waiver of Right to Enforce Failure of County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with or without knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Section 7.5 Conflicts of Interest The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety.

Section 7.6 Authorized to Sign The person or persons signing this Contract on behalf of the Agency hereby represent that they are duly authorized to enter this Contract and to bind Agency to all terms and conditions set forth in this Contract and all attachments hereto.

Section 7.7 Mention of County/State Support. In any printed matter announcing or describing a service provided or supported by the Agency, or in any product such as a publication, book, catalog, films, videotape, exhibition, website, or similar product assisted under the terms of this agreement, the Agency shall prominently mention the Erie County Department of Senior Services, and the New York State Office for the Aging.

Section 7.8 Copyrightable Material. Where Agency projects supported in whole or in part by County and/or State assistance, produce original books, manuals, films, or other copyrightable material, the material cannot be copyrighted or sold without the written permission of the New York State Office for the Aging and the County of Erie. The Erie County Department of Senior Services reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to publish and use such materials. Any income received by the Agency as royalties or otherwise earned by such copyrightable material shall be considered as Agency income. Such income shall reduce the County's obligation under

this Agreement in accordance with the provisions of Article IV. Creation of all such material must be consistent with this contract and forwarded to the Erie County Department of Senior Services.

Section 7.9 Labor Agreements.

A.) The Agency shall provide to the Department the details of any existing labor agreement or Agency commitment for the provision of increases in personnel salaries or benefits. The County shall not reimburse the Agency for any expenditures pursuant to such labor agreement or Agency plan which exceed the line item budget provisions of the contract.

B.) The Agency shall notify the Department in advance of any pending negotiations with any organizations representing employees covered by this agreement with respect to terms and conditions of employment or of any Agency plan regarding such matters. Prior to any final settlement with any such organization or the implementation of any Agency plan, the Agency shall notify the Department of the terms and conditions thereof. The Agency, in addition, shall provide the Department with copies of all collective bargaining agreements or Agency plan covering employees providing contract services.

Section 7.10 Limitation on Actions. No action shall lie or be maintained against the County upon any claim under this agreement or arising out of anything done in connection with this agreement, unless such actions shall be commenced within ninety (90) days from the termination date of this agreement.

Section 7.11 Headings. The headings in this agreement are inserted for convenience and reference only and shall not be used in any way to interpret this agreement.

Section 7.12 Mutual Cooperation. The Agency and the County recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and in promoting the interests of the elderly.

Section 7.13 Other Services. The Agency shall report to the Department the receipt by the Agency of any grant or contract between the Agency and any other party which directly or indirectly affects the performance of the services in this contract. At no time shall the quantity or quality of services provided by the Agency under this agreement be adversely affected.

Section 7.14 Welfare to Work Initiative. Erie County strongly encourages all not-for-profit agencies that contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact: Erie County Department of Social Services, Employment and Training Programs, for additional information regarding this program.

Section 7.15 Notice Address. All notices to the County shall be addressed to the Commissioner, Erie County Department of Senior Services, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202, and all notices to the Agency should be addressed to:

Town of Hamburg  
Supervisor Randy Hoak  
Hamburg 6100 South Park Avenue  
Hamburg, NY 14075

Section 7.16 Non-discrimination. The Agency: 1) shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws with respect to all employment decisions including, but not limited to recruitment, hiring upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; 2) shall not discriminate in the selection of subcontractors on the basis of the owner's partners or shareholders' race, religion, color, creed, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws; 3) shall state in all solicitations of advertisement for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws or is an equal employment opportunity employer; and 4) shall not discriminate against any client or applicant for services rendered under this agreement because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws.

Section 7.17 Emergency Preparedness Plan In order to secure the well-being of clients receiving County-funded services provided by the Agency, as well as the staff and property of the Agency itself, the Agency shall prepare and have available for review by County personnel a comprehensive Emergency Preparedness Plan that details what actions are to be taken in the event of a natural or man-made disaster or emergency of whatever kind. To the extent possible, this Plan shall be coordinated with the overall master plan for emergencies in effect in the city, town or other municipality in which the Agency is located, as well as with Erie County's plan(s) for such emergencies.

Section 7.18 New York Executive Order 38. Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Agency be considered a covered provider thereunder, Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care



services. Evidence of such compliance shall be submitted to the County on an annual basis.

Section 7.19 Erie County Executive Order 13. The Agency shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Schedule "G" and made a part hereof. The Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Agency is not qualified to participate in future County contracts.

**IN WITNESS WHEREOF**, The County of Erie and the Agency have caused this Agreement to be executed.

**THE COUNTY OF ERIE**

**Town of Hamburg**

By: \_\_\_\_\_  
Mark Poloncarz / Lisa M. Chimera  
County Executive/Deputy County Executive

By: \_\_\_\_\_  
Randall Hoak  
Town Supervisor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Program Title: Social Adult Day Care  
Services / Respite

Approved as to content:

By: (Electronically signed)  
Angela Marinucci  
Commissioner Dept. of Senior Services

Date: \_\_\_\_\_

Approved as to form:

By: (Electronically signed)  
Aaron Rubin  
Assistant County Attorney

Date: \_\_\_\_\_

Document # 23 - \_\_\_\_ -SS

**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**6. Mt Vernon Sanitary Sewer Lining**

WHEREAS, the Town of Hamburg has been under an Order on Consent by the New York State Department of Environmental Conservation (NYSDEC) since 2001 for Sanitary Sewer Overflows (SSO) from the Mt Vernon Sewer District; and

WHEREAS, the Town of Hamburg is working to resolve the SSO events in the Mt. Vernon Sanitary Sewer District; and

WHEREAS, the Town of Hamburg Engineering Department has requested pricing from United Survey Inc, from the current Erie County Maintenance Contract for CIPP Lining of 14,482 linear feet of 8 inch existing sewer pipe and 233 house service lateral cutouts;

THEREFORE BE IT FURTHER RESOLVED, the Town Board authorize the supervisor to sign the attached Proposal 23-072 from United Survey, Inc, awarding Items 100, 200, 300, & 400, in the amount of \$585,792.60.

Project to be charged to A.1490.303.403 – Public Works-Permanent Improvements-ARPA

**MOVED: CONNOLLY**

**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**7. Hydroseeder Purchase**

**RESOLVED**, that the Town Board authorize, the Highway Department to purchase one (1) used 2021 T60T Hydroseeder w/ hosereel & 150' of hose from Alta Equipment Company. The purchase price is \$39,900.00. The purchase complies with Procurement Policy as second-hand goods.

Funds are available in account DB5130.201.

MOVED: Farrell

**ATTACHMENTS:**

| Description    | Upload Date | Type       |
|----------------|-------------|------------|
| Alta Equipment | 4/19/2023   | Cover Memo |



Alta Equipment Company  
4554 W.SAILE DR  
BATAVIA, NEW YORK 14020  
585-344-1931

## Sales Contract & Purchase Order

|                    |                  |             |
|--------------------|------------------|-------------|
| <b>Customer PO</b> | <b>Contract</b>  | <b>Date</b> |
| VERBAL ED          | QUO-06986-W9D4V4 | 2/15/2023   |

CUSTOMER:

TOWN OF HAMBURG HWY DEPT  
2720 LAKEVIEW ROAD  
Lake View, NEW YORK 14085

SHIP TO:

TOWN OF HAMBURG HWY DEPT  
2720 LAKEVIEW ROAD  
Lake View, NEW YORK 14085

Customer hereby orders the following described machinery (the "Equipment") from Alta Construction Equipment New York, LLC, "SELLER". Upon acceptance by signature of an authorized officer of SELLER, this Purchase Order shall become a contract for purchase and sale of the goods upon the terms and conditions set forth below and on the reverse side of this Purchase Order. All sales F.O.B SELLER's location above.

### DESCRIPTION OF MACHINERY ORDERED

**DELIVERY DATE:** 5/26/2023

| Quantity | Product   | Serial Number | Price       |
|----------|---|---------------|-------------|
| 1        | 2021 T60T HYDROSEEDER W HOSEREEL & 150' OF HOSE<br>w/approx...335 hrs | MR-2988       | \$39,900.00 |
| 1        | FINN STANDARD COVERAGE (SEE COVERAGE DETAILS)                         |               |             |

### DESCRIPTION OF TRADE-IN

(See reverse side for Customer's Bill of Sale for Trade-In.)

No trade-ins for this sale.

|   |                    |
|---|--------------------|
| <b>TOTAL</b>                                  | <b>\$39,900.00</b> |
| Less Trade-in Allowance                       |                    |
| Rent Applied                                  |                    |
| Freight (Non-Taxable)                         | *TBD*              |
| Net Selling Price                             | \$39,900.00        |
| <b>UNPAID CASH BALANCE</b>                    | <b>\$39,900.00</b> |
| Accrued Interest                              |                    |
| Total Tax                                     | \$0.00             |
| Less Cash Down Payment                        | \$0.00             |
| Trade Payoff                                  |                    |
| <b>TOTAL CASH BALANCE PAYABLE BY CUSTOMER</b> | <b>\$39,900.00</b> |

Payable To:

Trade Ins F.O.B Sellers Branch Location:

4554 W.SAILE DR, BATAVIA, NEW YORK 14020

COD ☐ Finance ☐ Other: \_\_\_\_\_

Lender: \_\_\_\_\_

Program: \_\_\_\_\_

### TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE ARE PART OF THIS PURCHASE ORDER

Dealer Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title  
Joe Frawley T/M

Printed Name & Title



Alta Equipment Company  
4554 W.SAILE DR  
BATAVIA, NEW YORK 14020  
585-344-1931

## Sales Contract & Purchase Order

### TERMS AND CONDITIONS OF SALE

- 1. DELIVERY, RISK OF LOSS, AND INSPECTION:** Unless otherwise stated, the Equipment shall be shipped F.O.B. Seller's yard. Delivery by the Seller to carrier shall be delivery to Customer. Risk of loss passes to Customer upon delivery to Customer. Unless otherwise specified on the face of this contract, Customer will be responsible for all load-out, unloading, assembly and disassembly of the Equipment.
- 2. INSPECTION OF EQUIPMENT:** Customer agrees to inspect the Equipment promptly upon arrival. The failure of the Customer to object in writing to the condition of the Equipment within five (5) days of its delivery to Customer will constitute an acknowledgment that the Equipment has been accepted and found in good, safe and serviceable condition and fit for Customer's intended use. If Customer notifies Seller that the Equipment is not in good, safe and serviceable condition and fit for its normal use upon delivery to Customer or the carrier, whichever time is earlier, Seller will have the right to put the Equipment in good, safe and serviceable condition and fit for normal use within a reasonable time, or to cancel this contract.
- 3. SELLER'S SECURITY INTEREST:** For all amounts payable by Customer for which credit is given or which are not paid, Customer hereby grants to Seller a security interest in the Equipment, which security interest shall extend to all parts or accessories now or hereafter attached to the machinery and to the proceeds therefrom. Customer agrees to execute financing statements, notes and security agreements on Seller's forms for all amounts not paid at delivery, plus interest and time charges and differentials. Until all amounts owed by Customer to Seller hereunder are paid, Customer warrants that it will not allow the Equipment to become a fixture.
- 4. SELLER'S WARRANTIES:** As to the Equipment, whether new or used, Seller warrants that the title conveyed shall be good and its transfer rightful and that the Equipment shall be delivered free from any security interest or other lien or encumbrance except liens and security interests securing the purchase price payable by Customer. Seller is not the manufacturer or agent of the manufacturer of the Equipment. Seller gives NO WARRANTY AGAINST EITHER LATENT OR PATENT DEFECTS in material, workmanship, capacity, or operating capacity of the Equipment; nor does Seller warrant that the Equipment will meet the requirements of any law, rule, specification or contract.
- 5. MANUFACTURER'S WARRANTY:** Seller provides the Original Equipment Manufacturers' (OEM) warranty, in accordance with the terms and conditions thereof, as a "pass through" to purchasers of new equipment. Most Manufacturers represented by Seller provide an extended coverage insurance program for specific parts or components with specific terms and conditions at a fee. Seller provides a "pass through" of these manufacturer's terms and conditions to purchasers of new equipment that choose to purchase these extended coverage programs.
- 6. EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS:** Customer is skilled and experienced in use and operation of machinery of the type described in this Purchase Order and has made its selection and decision to order on the basis of its own judgment. SELLER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY NOR ANY OTHER WARRANTY EXCEPT THOSE STATED ABOVE UNDER "SELLER'S WARRANTIES".
- 7. CONTRACTUAL LIMITATION OF REMEDIES AND LIABILITY:** Consequential damages are hereby excluded from any liability of Seller arising out of the sale of the goods described. Remedies against Seller for any liability arising out of the sale of the Equipment are limited to return of the goods and repayment of the purchase price or to repair and replacement of the nonconforming goods or parts, Seller to have the election.
- 8. INDEMNIFICATION:** Customer will indemnify and hold Seller harmless from all claims, costs and expenses, including reasonable attorneys fees, arising out of the possession, maintenance, use, operation of the Equipment after delivery to the Customer, including claims arising from the NEGLIGENCE OF Seller, its agents and employees, or in the alternative, failure of the Equipment, whether the Equipment is defective or not. Seller shall not be liable nor responsible for any loss, damage, expense, or penalty arising from any action or account of any injury to person or property of any character whatsoever, including employees or property or any Customer, occasioned by the operation, handling or transportation of any equipment subject to this Purchase Order subsequent to the delivery thereof to Customer, nor by any reason of delays or any alleged failure of said equipment to operate.
- 9. CUSTOMER'S BILL OF SALE FOR TRADE-IN:** Effective upon acceptance of this Purchase Order by Seller, Customer hereby sells and conveys to Seller the articles offered as trade-in and described under "DESCRIPTION OF TRADE-IN." Customer covenants that Customer is the lawful owner of the articles, that they are free from encumbrances except as shown above, and that Customer has good right to sell them and will warrant and defend them against any and all claims and demands of any third person.
- 10. TAXES AND INSURANCE:** Customer will pay all sales and use taxes, all personal property taxes, and similar taxes in connection with this Purchase Order. The Customer further agrees that from the date of delivery and until the entire purchase price is paid in full, Customer will maintain fire, theft and collision insurance for the benefit of the Seller in the amount of the unpaid purchase price and deliver said policy to Seller. Failure to provide Seller with said policy does not constitute a waiver of this provision.
- 11. MISCELLANEOUS:** Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein in writing. All prior statements, representations, negotiations and proposals, if any, are superseded by and merged into this Purchase Order, which upon acceptance by Seller, will constitute the entire agreement between Customer and Seller, and shall survive delivery of the goods and invoicing of the Customer. If the Customer does not pay as agreed and Customer's account is turned over to an attorney, Customer agrees to pay all costs of collection including reasonable attorney's fees together with all incidental damages permitted by law.

**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**8. 2022 and 2023 Grants and Donations Budget Adjustment**

**WHEREAS**, the Town of Hamburg receives grants and donations from time to time, and

**WHEREAS**, the use of these funds has been determined by the granting agency/donor, and

**WHEREAS**, these items are not included in the 2022 or 2023 budget.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board approves the receipt of the following monies and approves a budget amendment to the revenue and expenditure accounts as follows:

| <b>Grants and Donations Budget Adjustment (2022)</b> |              |                  |   |
|--|--------------|------------------|---|
| Receipt  | Revenue Code | Expenditure Code |   |
| Amount   | To Increase  | To Increase      | Purpose/Source                              |
| \$ 77.50   | A..1972.40   | A.6780.486       | First Group Ticket Sales                    |
| \$ 1,560.00  | A..1972.40   | A.6780.486       | Participant Council Donation                |
| \$ 5,000.00  | A..2001.35   | A.7310.440       | Donny Thiry Donation                        |
| \$ 10,350.00   | B..2705      | B.3120.411       | Police Donations                            |
| \$ 10,381.63   | B..3089      | B.3120.101       | Erie County Stonegarden Grant               |
| \$ 34,780.00   | A..3661      | A.3121.440       | Erie County Youth Development Program Grant |
| \$ 209,483.00  | A..3089      | A.7230.440       | Water Rescue Boat Grant Funds               |
| \$ 62,669.42   | DB..3501.04  | DB.5110.210      | Pave Our Potholes Funds                     |
|  |              |                  |   |
| Total:   |              |                  |   |
| \$ 334,301.55  |              |                  |   |

| <b>Grants and Donations Budget Adjustment (2023)</b> |              |                  |                                     |
|--|--------------|------------------|-------------------------------------|
| Receipt  | Revenue Code | Expenditure Code |                                     |
| Amount   | To Increase  | To Increase      | Purpose/Source                      |
| \$ 213.00  | A..1972.40   | A.6780.486       | Participant Council Donation        |
| \$ 250.00  | A..2350      | A.7310.412       | Town of Hamburg Lions Club Donation |
| \$ 50,000.00   | A..3589      |                  | GoBike Grant                        |
| \$ 393.99  | B..3097      | B..3120.485      | Body Armor, Meth Grant              |
| \$ 185.00  | A..1972.40   | A.6780.486       | First Group Ticket Sales            |
|  |              |                  |                                     |
| Total:   |              |                  |                                     |
| \$ 51,041.99   |              |                  |                                     |

Moved: Hoak

**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**9. 2022 and 2023 Recoveries and Sales Budget Adjustment**

**WHEREAS**, the Town of Hamburg receives insurance proceeds, rental income, and reimbursements for services from time to time, and

**WHEREAS**, the use of these funds has been recommended by the respective department, and

**WHEREAS**, these items are not included in the 2022 or 2023 budget.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board approves the receipt of the following monies and approves a budget amendment to the revenue and expenditure accounts as follows:

| <b>Recoveries and Sales Budget Adjustment (2022)</b> |              |                  |                                 |
|--|--------------|------------------|---------------------------------|
| Receipt  | Revenue Code | Expenditure Code |                                 |
| Amount   | To Increase  | To Increase      | Purpose/Source                  |
| \$ 2,996.00  | A..2665      | A.7140.413       | Sale of Equipment               |
| \$ 0.40  | B..2715      | B.3120.411       | Sale of Seized Property         |
| \$ 449.82  | DB..2650     | DB.5130.413      | Sale of Scrap - EASCO Brokerage |
|  |              |                  |                                 |
| Total:   |              |                  |                                 |
| \$ 3,446.22  |              |                  |                                 |

| <b>Recoveries and Sales Budget Adjustment (2023)</b> |              |                  |   |
|--|--------------|------------------|---|
| Receipt  | Revenue Code | Expenditure Code |   |
| Amount   | To Increase  | To Increase      | Purpose/Source                              |
| \$ 3,708.79  | B..2715      | B.3120.411       | Sale of Seized Property and Unclaimed Funds |
| \$ 31.78   | A..2701      | A.1355.411       | Prior Year Purchase Refund                  |
| \$ 50.00   | B..2701      | B.3120.202       | Prior Year Purchase Refund                  |
| \$ 25.12   | DB..2701     | DB.5130.413      | Prior Year Purchase Refund                  |
|  |              |                  |   |
| Total:   |              |                  |   |
| \$ 3,815.69  |              |                  |   |

Moved: Hoak

**Town Board of the Town of Hamburg  
April 24, 2023 Meeting**

**10. 2022 Budget Adjustments**

**WHEREAS**, the independent auditors have recommended that the Finance Department request a "blanket resolution" to allow for any budget adjustments that may be required for the closing of year end 2022 information.

**NOW THEREFORE BE IT RESOLVED**, that the Board authorizes the Finance Department to make the necessary budget adjustments and inter-fund transfers, and to furnish a copy of said adjustments to the Town Supervisor when completed.

Moved: R. Hoak



**Town Board of the Town of Hamburg  
April 24, 2023 Meeting**

**11. PAF - Youth, Recreation & Senior Services**

**BE IT RESOLVED**, that the Town Board approve the termination and hiring of personnel for the Dept. of Youth, Recreation & Senior Services as follows:

**MOVED:** Connolly

**ATTACHMENTS:**

| Description | Upload Date | Type       |
|-------------|-------------|------------|
| PAF 4/24/23 | 4/19/2023   | Cover Memo |

6 Date of Request: 4/19/23

Department: Youth, Recreation, Senior Services

Department Head Signature: \_\_\_\_\_

Supervisor Signature

Date:

TOWN BOARD MEETING OF

4/24/23

PAGE 1 of 1

I request that a Town Board Resolution be adopted approving the following personnel action:

[illegible]

**Town Board of the Town of Hamburg  
April 24, 2023 Meeting**

**12. B&G PAF**

April 24, 2023

**BE IT RESOLVED**, that the Town Board approve the termination and hiring of the following employees in B&G.

Moved: R. Hoak

**ATTACHMENTS:**

| Description     | Upload Date | Type       |
|-----------------|-------------|------------|
| B&G PAF 4-24-23 | 4/20/2023   | Cover Memo |

## TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request

Department- Buildings &amp; Grounds

Department Head Signature

*Mark R. Smith*

Supervisor Signature

*David H. Smith*

Date

*4/19/23*

TOWN BOARD MEETING OF April 24, 2023

PAGE 1 of 2

I request that a Town Board Resolution be adopted approving the following personnel action:

| #  | Emp # | Emp Name            | N or R | Position                  | Start date | Full time<br>hrly rate | PT/Sea/temp<br>hrly rate | Term date |
|----|-------|---------------------|--------|---------------------------|------------|------------------------|--------------------------|-----------|
| 1  | 4415  | McCormick, John     |        | LEO/EI.7266.100           |            |                        |                          | 4/24/2023 |
| 2  | 4415  | McCormick, John     | R      | LEO/A.7140.100            | 4/25/2023  | \$34.11                |                          |           |
| 3  | 3674  | Kolb, Chris         |        | LEO/EI.7266.100           |            |                        |                          | 4/24/2023 |
| 4  | 3674  | Kolb, Chris         | R      | LEO/A.7140.100            | 4/25/2023  | \$34.11                |                          |           |
| 5  | 4537  | Scinta, Mike        |        | LEO/EI.7266.100           |            |                        |                          | 4/24/2023 |
| 6  | 4537  | Scinta, Mike        | R      | LEO/A.7140.100            | 4/25/2023  | \$34.11                |                          |           |
| 7  | 4972  | Curtis, Nick        |        | LEO/EI.7266.100           |            |                        |                          | 4/24/2023 |
| 8  | 4972  | Curtis, Nick        | R      | LEO/A.7140.100            | 4/25/2023  | \$34.11                |                          |           |
| 9  | 5073  | Obad, Charles       |        | PT Laborer/A.7250.102     |            |                        |                          | 4/30/2023 |
| 10 | 5073  | Obad, Charles       | R      | SEA PT Laborer/A.7250.102 | 5/1/2023   | \$14.20                |                          |           |
| 11 | 5137  | Kiera, Jordan       |        | PT Cleaner/A.7140.102     |            |                        |                          | 4/30/2023 |
| 12 | 5137  | Kiera, Jordan       | R      | SEA PT Cleaner/A.7140.102 | 5/1/2023   | \$16.00                |                          |           |
| 13 | 4896  | Himo, Simon         |        | PT Laborer A.7140.102     |            |                        |                          | 4/30/2023 |
| 14 | 4896  | Himo, Simon         | R      | SEA PT Laborer/A.7140.102 | 5/1/2023   | \$14.20                |                          |           |
| 15 | 4921  | Insalaco, Ben       |        | PT Laborer A.7140.102     |            |                        |                          | 4/30/2023 |
| 16 | 4921  | Insalaco, Ben       | R      | SEA PT Laborer/A.7140.102 | 5/1/2023   | \$14.20                |                          |           |
| 17 | 4543  | Lakso, Bruce        |        | PT Laborer A.7140.102     |            |                        |                          | 4/30/2023 |
| 18 | 4543  | Lakso, Bruce        | R      | SEA PT Laborer/A.7140.102 | 5/1/2023   | \$14.20                |                          |           |
| 19 | 4893  | Zylinski, Christine |        | PT Laborer A.7140.102     |            |                        |                          | 4/30/2023 |
| 20 | 4893  | Zylinski, Christine | R      | SEA PT Laborer/A.7140.102 | 5/1/2023   | \$14.20                |                          |           |



| PAGE 2 of 2 |       |                    |        |                            |            | Full time |           | PT/Sea/temp |  |
|-------------|-------|--------------------|--------|----------------------------|------------|-----------|-----------|-------------|--|
| #           | Emp # | Emp Name           | N or R | Position                   | Start date | hrly rate | hrly rate | Term date   |  |
| 21          | 4619  | Partacz, Chester   |        | PT Laborer/ER.7250.102     |            |           |           | 4/30/2023   |  |
| 22          | 4619  | Partacz, Chester   | R      | SEA PT Laborer/ER.7250.102 | 5/1/2023   | \$14.20   |           |             |  |
| 23          | 3134  | Grys, John         |        | PT Laborer/ER.7250.102     |            |           |           | 4/30/2023   |  |
| 24          | 3134  | Grys, John         | R      | SEA PT Laborer/ER.7250.102 | 5/1/2023   | \$14.20   |           |             |  |
| 25          | 3925  | Connolly, Tom      |        | PT Laborer/ER.7250.102     |            |           |           | 4/30/2023   |  |
| 26          | 3925  | Connolly, Tom      | R      | SEA PT Laborer/ER.7250.102 | 5/1/2023   | \$14.20   |           |             |  |
| 27          | 3712  | Gerken, John       |        | PT Laborer/ER.7250.102     |            |           |           | 4/30/2023   |  |
| 28          | 3712  | Gerken, John       | R      | SeaPT Laborer A.7140.102   | 5/1/2023   | \$14.20   |           |             |  |
| 29          | 4975  | Wilson, Mike       |        | PT Laborer/ER.7250.102     |            |           |           | 4/30/2023   |  |
| 30          | 4975  | Wilson, Mike       | R      | SEA PT Laborer/ER.7250.102 | 5/1/2023   | \$14.20   |           |             |  |
| 31          | 4530  | MacNeil, Ron       |        | PT Laborer/ER.7250.102     |            |           |           | 4/30/2023   |  |
| 32          | 4530  | MacNeil, Ron       | R      | SEA PT Laborer/ER.7250.102 | 5/1/2023   | \$14.20   |           |             |  |
| 33          | 4064  | Mazur, Walter      | R      | SEA PT Laborer/ER.7250.102 | 5/1/2023   | \$14.20   |           |             |  |
| 34          | 5074  | Hutchison, Ryan    | R      | SEA PT Laborer/ER.7250.102 | 5/1/2023   | \$14.20   |           |             |  |
| 35          | 5014  | Hutchison, Jake    | R      | SEA PT Laborer/ER.7250.102 | 5/1/2023   | \$14.20   |           |             |  |
| 36          | 3708  | Sutton, Theodore   | R      | SEA PT Laborer/A.7140.102  | 5/1/2023   | \$14.20   |           |             |  |
| 37          | 2925  | Sortisio, James    | R      | SEA PT Laborer/A.7140.102  | 5/1/2023   | \$14.20   |           |             |  |
| 38          | 3613  | Granville, Patrick | R      | SEA PT Laborer/A.7140.102  | 5/1/2023   | \$14.20   |           |             |  |
| 39          |       | Leonard, Gregory   | N      | SEA PT Laborer/ER.7250.102 | 5/1/2023   | \$14.20   |           |             |  |
| 40          |       | Johnston, Jeffrey  | N      | SEA PT Laborer/A.7140.102  | 5/1/2023   | \$14.20   |           |             |  |

**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**13. B&G Out-Of-Town Travel Request**

April 24, 2023

**BE IT RESOLVED**, that the Town Board approve the out-of-town travel for Tom Chmielowiec to attend two (2) Fire Inspector courses at the NYS Academy of Fire Science, Montour Falls, NY from June 12, 2023 – June 16, 2023 and June 26, 2023 – June 30, 2023. Estimated cost for the courses including registration, national certification fees, meals, tolls and lodging is approximately \$500.00.

Use of a town vehicle is requested.

Funds are available in A.6781.413

Moved: R. Hoak

**Town Board of the Town of Hamburg  
April 24, 2023 Meeting**

**14. PAF-Information Technology**

**RESOLVED**, the Town Board approves the attached PAF from the IT Department.

Moved: Connolly

**ATTACHMENTS:**

| Description | Upload Date | Type            |
|-------------|-------------|-----------------|
| PAF - IT    | 4/20/2023   | Backup Material |

## TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request: 4/19/2023

Department: Information Technology

Department Head Signature



Supervisor Signature

 Date 4/19/2023

TOWN BOARD MEETING OF 4/24/2023

PAGE 1 of 1

I request that a Town Board Resolution be adopted approving the following personnel action:

Full time PT/Sea/temp

| #  | Emp # | Emp Name       | N or R | Position            | Start date | hrly rate | hrly rate | Term date |
|----|-------|----------------|--------|---------------------|------------|-----------|-----------|-----------|
| 1  | 4693  | James Flanigan |        | Network Manager P/T |            |           |           | 4/10/2023 |
| 2  |       |                |        |                     |            |           |           |           |
| 3  |       |                |        |                     |            |           |           |           |
| 4  |       |                |        |                     |            |           |           |           |
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**Town Board of the Town of Hamburg  
April 24, 2023 Meeting**

**15. Senior Pool Building Repairs**

**WHEREAS**, the Town of Hamburg Engineering Department have prepared bid documents for the Town Senior Pool Building Electric and Interior Repair, and

**WHEREAS**, a Public Bid Opening was held on April 20, 2023, and

**WHEREAS**, that the lowest responsible bidder, having submitted a bid in the amount of \$90,400.00 (Ninety thousand four hundred dollars and no cents), for this project is:

Allgaier Construction Corp.  
10080 County Road  
Clarence Center, NY 14032

**BE IT RESOLVED**, that the Town Supervisor is authorized to sign the contractual agreement with Allgaier Construction Corp. and issue the Notice of Award and Notice to Proceed.

Account # CS.1930.0451

Moved: R. Hoak

**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**16. New Ag District and 3 new overlays SEQR Resolution**

**WHEREAS**, the Hamburg Town Board, with the input and participation of the Comprehensive Plan Committee and the citizens of the Town, has completed a new Town of Hamburg Comprehensive Plan in accordance with Section 272-a of New York State Town Law; and

**WHEREAS**, to align the Town's zoning with the Comprehensive Plan the Town is proposing to enact a local law to implement certain zoning code changes; creation of a new AG Agricultural Zoning District (a floating zone), and three new zoning overlay districts, the agricultural and open space overlay, the Lakeview overlay and the Southeastern overlay, and zoning ,map revisions related to these new overlay districts; and

**WHEREAS**, pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act - SEQR) of the Environmental Conservation Law, the Hamburg Town Board has established itself as SEQR Lead Agency and conducted a coordinated environmental (SEQR) review for this Type I action; and

**WHEREAS**, the Town Board has completed the FEAF (Parts 1,2 and 3) and solicited input from the public and from other Involved and Interested agencies, and has taken a hard look at the social, economic, and environmental impacts of the adoption of the proposed zoning code changes and zoning map revisions; and

**WHEREAS**, the findings of this review indicate that the proposed zoning code changes and zoning map revisions will not adversely affect the natural resources of the State and/or the health, safety and welfare of the public, and will help manage growth and development in the Town in a manner that will have potentially beneficial impacts on aesthetics, recreation, economics, transportation, agriculture, and community character.

**NOW, THEREFORE BE IT RESOLVED**, that the Hamburg Town Board, as SEQR Lead Agency for this action, has determined that the adoption of the Town of Hamburg zoning code changes and zoning map revisions will not result in any significant adverse impacts on the environment, and a Negative Declaration is hereby issued, based on the reasons as set forth in the full Environmental Assessment Form; and

**BE IT FINALLY RESOLVED**, that the Town Board authorizes the Town Supervisor to sign the Environmental Assessment Form, which will act as the SEQR Negative Declaration, and authorizes that the appropriate notices and filings be made.

Moved: R. Hoak

**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**17. Create New Ag District and 3 new overlays**

**Whereas**, the Hamburg Town Code contains and specifies the local laws and ordinances of the Town of Hamburg; and

**Whereas**, the Town of Hamburg, over a three-year process, has completed and adopted a new Comprehensive Plan for the Town, and the Town has also completed other studies and reports on land use issues in the Town; and

**Whereas**, zoning must be in accordance with a Comprehensive Plan and the Town wants to continue the process of bringing the Town's zoning Code and Zoning map into conformance with the Town's new 2022 Comprehensive Plan, which included recommendations for these new zoning code and map revisions; and

**Whereas**, pursuant to Municipal Home Rule Law, the Town Board is proposing to enact a local law as follows:

Be it enacted by the Town Board of the Town of Hamburg, New York, that the Hamburg Town Board amends the Hamburg Town Code as follows (full copies attached):

Amend Chapter 280 (Zoning), by adding new Articles, entitled "AG Agriculture District", "Agriculture and Open Space Overlay District", "Lakeview Overlay District" and "Southeastern Hamburg Overlay District".

Be it enacted by the Town Board of the Town of Hamburg, New York, that the Hamburg Town Board amends the Town Zoning map as follows:

Remove the "Southern Hamburg Overlay District" and replace it with three overlay districts, the "Lakeview Overlay District", the "Southeastern Overlay District" and the "Agricultural and Open Space Overlay District" as illustrated on the attached maps.

**Whereas**, pursuant to Part 617 6NYCRR, Article 8 of the Environmental Conservation Law (SEQRA), the Town of Hamburg Town Board established itself as SEQR Lead Agency and conducted a coordinated review of proposed revisions to the Town Code; Chapter 280 – Zoning and the Town's Zoning Map in accordance with the requirements of the State Environmental Quality Review Act (SEQRA) and has issued a SEQR Negative Declaration, and

**Whereas**, a public hearing was held regarding these Zoning Code and zoning map revisions on February 27, 2023, and comments were received from the public and from Erie County, based on the 239 m referral.

**Now Therefore Be It Resolved**, that the Hamburg Town Board amends Local Law #10 of the year 1986 of the Code of the Town of Hamburg Chapter 280 entitled "Zoning" to provide for the revision of the Town Code as referenced above and attached and to provide for changes in the boundary of the Zoning Map whereby the Southern Hamburg Overlay is removed and replaced with the lakeview Overlay, the Agricultural and Open Space Overlay and the Southeastern Overlay as illustrated on the attached maps.

Moved: R. Hoak

**ATTACHMENTS:**

| Description                               | Upload Date | Type            |
|---|-------------|-----------------|
| Ag District Law                           | 4/20/2023   | Backup Material |
| Ag and Open Space Overlay District Law    | 4/20/2023   | Backup Material |
| Southeastern Hamburg Overlay District Law | 4/20/2023   | Backup Material |
| Lakeview Overlay District Law             | 4/20/2023   | Backup Material |

|  |           |                 |
|--|-----------|-----------------|
| New Ag District and 3 new overlays FEAF Part 2 | 4/20/2023 | Backup Material |
| New Ag District and 3 new overlays FEAF Part 3 | 4/20/2023 | Backup Material |
| Ag and Open Space Overlay Map                  | 4/20/2023 | Backup Material |
| Lakeview Overlay Map                           | 4/20/2023 | Backup Material |
| Southeastern Hamburg Overlay Map               | 4/20/2023 | Backup Material |

**§ Purpose and Intent**

- A. The purpose of the Agricultural Use District is to ensure that agriculture can be a primary land use and to encourage more agricultural uses and agricultural-related uses in this area of the Town. The Town seeks to promote the vitality of agriculture and agricultural-related uses in the Town of Hamburg as an essential element in the economic stability and future of the Town, to preserve the rural character of the Town, to assure compatible types and densities of development on and adjacent to lands that are used for agricultural pursuits and, in keeping with the declared policy of the state, pursuant to New York State Agriculture and Markets Law, Article 25-AA, § 300, to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products and to conserve and protect agricultural lands as valued natural and ecological resources which provide needed open spaces for clean air sheds, as well as for aesthetic purposes.
- B. In creating this agricultural zoning district, the Town also acknowledges that agriculture and agricultural related practices are constantly evolving and that practices and uses that may presently not be considered normal agricultural practices may be important to the future of agriculture in the Town and the viability of those agricultural businesses. This will be utilized when interpreting allowable agricultural related uses in this district.
- C. Persons and entities not engaged in agricultural pursuits in the agricultural zone should be aware that the primary intention of the zone is to permit any agricultural practice determined to be a sound agricultural practice by the New York State Commissioner of Agriculture and Markets pursuant to New York State Agriculture and Markets Law, Article 25-AA, § 308, including but not limited to practices necessary for on-farm production, preparation and marketing of agricultural commodities, such as the operation of farm equipment, proper use of agricultural chemicals and other crop protection methods, direct sale to consumers of agricultural commodities or foods containing agricultural commodities produced on farm, and construction and use of farm structures. Such practices may generate dust, smoke, odor, noise and vibration. During growing seasons, machinery may be operated at other than daylight hours.
- D. Accordingly, any person or entity residing or working in an agricultural zone should anticipate these types of concerns and recognize that such are the by-product of zoning in an area in the Town where agricultural endeavors are encouraged to thrive.
- E. To the extent buffer areas may be required by a planning or zoning board, the intention of such buffers is to reduce the potential for conflicts between farming and nonfarming uses. No agricultural land should be taken out of production to provide required buffer areas unless no other practical solution exists to reduce such potential conflict, and in such instance, all practical accommodations should be expended to reduce the impact on the agricultural land in production. Agricultural zones are also areas of the Town where it is unlikely public sewer will be made available, so as to reduce the economic pressures for development that often result from the introduction of such facilities. Consequently, persons acquiring property in agricultural zones should not expect such public facilities to be provided.

## § Permitted uses and structures.

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Permitted uses and structures for the AG Agricultural District shall be as follows:

### A. Principal uses and structures.

- (1) A one-family dwelling
- (2) Church or other places of worship or religious education, parish house, convent, rectory, or parsonage.
- (3) Institution of a religious, charitable, or philanthropic nature.
- (4) Fire station.
- (5) Preschool, nursery school or day nursery, subject to side yard requirements for other principal buildings.
- (6) Golf course, miniature golf course and/or practice driving range, including accessory buildings, structures and uses which are necessary for or customary to such operations; provided, further, that no buildings or structures shall be less than 100 feet from any street line, road line or any other lot in an RA, R or AG District.
- (7) Two, single-family dwellings on a single lot of at least six acres, provided that all buildings are located so as to permit future division of the property into separate lots with minimum area and yard regulations as stipulated for single-family usage.
- (8) Agricultural, floricultural and horticultural pursuits, including but not limited to general farms, greenhouses, plant nurseries, truck gardens, dairy husbandry, animal husbandry and the raising of bees, poultry and livestock, together with all customary buildings and other structures necessary for the production and storage of the products of such pursuits, provided that no buildings, pens and runways for the confinement of livestock or poultry and no manure or other dust-producing substances shall be stored within 100 feet of any lot line.
- (9) Other agricultural related uses, as interpreted by the Code Enforcement Officer with input from the Town Agricultural Board.
- (10) Forest farming, including tree farming.
- (11) Greenhouses and Nurseries
- (12) Agri-tourism uses as defined in the definitions section of this zoning law.
- (13) Small scale (buildings less than 5,000 square feet) craft wineries, breweries and cideries in accordance with the general requirements of Article XLVI
- (14) Veterinarian or small animal hospital; provided however, that no buildings, pens or runways for the confinement of animals and no manure or other odor- or dust-producing substances shall be within 100 feet of any lot line.
- (15) Cemeteries.
- (16) Private clubs, including a club swimming pool and/or tennis parks, catering exclusively to members and guests.
- (17) Shops for custom work, such as but not limited to cabinetmaking, carpentry, electrical and mechanical trades, plumbing, printing, shoe repair and tailoring, provided that no more than five persons are employed in such shop and only light machines and hand tools are used in connection therewith and no operation is so conducted as to be noxious or offensive. Shops not meeting these conditions will require a special use permit.
- (18)

### B. Uses allowed by Special Use Permit

The following uses by special use permit authorized by the Planning Board, subject to Article XLVI of this chapter relating to the issuance of special use permits:

- (1) Telecommunications facilities, which shall be governed by the provisions of Article XLVII
- (2) Dog kennels.
- (3) Private airport.

- (4) Two, single-family dwellings on lots of less than 6 acres for use of the owner thereof and/or rented to others provided that all buildings are located so as to permit future division of the property into two separate lots with minimum area and yard regulations as stipulated in the RA zoning district.
- (5) Picnic grounds or grove for which a fee or rental is charged for the use of the premises, excluding all amusement devices other than customary playground apparatus.
- (6) Wind turbines in accordance with Articles L and LIII.
- (7) Public events (yearly permit)
- (8) Private wildlife reservations or conservation projects, including the customary buildings and structures therefor.
- (9) Campground or recreational vehicle park on a minimum of 50 acres with no portion thereof less than 100 feet from any property line and no less than 10 campsites occupied or maintained for occupancy.
- 10) Commercial horseback riding stables (not defined as an Agricultural use by NYS) with trails on a minimum of 30 acres, with no portion thereof less than 100 feet from any lot line.
- 11) Bed-and-breakfast establishments in accordance with the other requirements of the Hamburg zoning code.
- 12) Combinations of any of the above allowed uses or special use permits uses on a single property and mixed-use structures containing the above allowed uses (up to 2 residential units in a mixed-use building).

C. Accessory uses and structures.

- (1) Accessory uses permitted and as regulated in the R-A District.
- (2) Accessory uses and structures customarily incidental to permitted principal uses.
- (3) Refreshment stands dispensing food and beverages incidental to the operation of a commercial picnic grove.
- (4) Roadside stand or building for the sale and display of agricultural products grown on the premises. Any roadside stand or building used for the sale or display of such products shall contain no more than 600 square feet of floor area and shall be set back at least 20 feet from the right-of-way.
- (5) Satellite antennas measuring one meter or less in diameter. Such antennas shall require the issuance of a building permit. All such satellite antennas shall be located to the rear of the front building line of the principal building and, if located in a side yard area, shall conform to side yard requirements.
- (6) Solar energy conversion systems in accordance with Article LIV
- (7) Other accessory uses associated with a single-family home, as follows:
  - (i) Outdoor storage of not more than one each of the following: boat, boat trailer, camp trailer, or cargo trailer owned for personal use by a resident on the premises.
  - (ii) Private garage or open parking for operative passenger vehicles of person visiting or residing on the premises.
  - (iii) Playhouse, tool house or garden house.
  - (iv) Private swimming pool not operated for gain.
  - (v) Private stable or hobby farm, subject to the following requirements:
    - (a) The private stable shall be an accessory use incidental to a private dwelling located on the same premises or an adjoining parcel owned by the same party.
    - (b) Horses or other livestock shall be kept exclusively for the use of the residents of the private dwelling and their nonbusiness guests; no boarding of animals for remuneration shall be permitted.
    - (c) The minimum lot size of a parcel used for private stable, or hobby farm purposes shall be three acres. If one lot contains fewer than three acres but adjoins another lot owned by the same party which together would measure more than three acres in area, it shall

be permitted for such lot to be used for the purposes of a private stable or hobby farm, provided that the total area devoted to such purpose under one common ownership is at least three acres in area.

- (d) All pastures and paddocks utilized in connection with a private stable or hobby farm shall be securely fenced.
- (e) Manure or other similar material or substance produced or resulting from private stable or hobby farm usage of a parcel, and which creates or causes offensive odors, shall be stored at least 50 feet from any parcel lot line or street line and shall be located in a dry, level area away from slopes, streams, ditches, flood-prone areas and wetlands.

#### **§ Minimum habitable floor area of dwelling.**

Minimum habitable floor area shall be:

- A. For single-family: 960 square feet.
- B. For two-family dwelling (in a mixed-use structure): 1,600 square feet total; 800 square feet for each dwelling unit.

#### **§ Maximum height of buildings.**

The maximum height of buildings shall be as specified in this section:

- A. Dwellings: 2 1/2 stories not to exceed 35 feet.
- B. Farm buildings: no limit.
- C. Other principal buildings: as regulated by yard requirements.
- D. Clubs: not to exceed 35 feet.
- E. Accessory buildings: not to exceed 25 feet.

#### **§ Minimum lot size.**

The minimum lot size shall be as specified in this section:

- A. Lot area.
  - (1) One hundred twenty-five thousand square feet (approximately three acres) for a single-family house.
  - (2) Two-family dwelling in a mixed-use building or two single-family dwellings on a single lot: six acres.
  - (3) All other uses as regulated by setbacks.
- B. Lot width at building line shall be 250 feet.

#### **§ Required yards.**

The minimum required yards and other open spaces shall be as specified in this section:

- A. Front yard: 50 feet minimum requirement for setback from the edge of a right-of-way.
- B. Side yards: two required.
  - (1) For dwellings: 15 feet.
  - (2) Other principal buildings: Each side yard shall equal 30 feet for a single-story principal building and 45 feet for a two-story principal building.
- C. Rear yard. No rear yard shall have a depth of less than 50 feet measured from the main building or 15 feet measured from an accessory building.

#### **§ Off-street parking regulations.**

See Article XXXII



**§ Sign regulations.**

For applicable sign regulations, see the appropriate article of this chapter.

**§ Supplemental regulations.**

For applicable supplemental regulations pertaining to use, height, area, or open space, see the appropriate articles of this chapter.

## **Agricultural and Open Space Overlay District**

### **§ 280- Purpose and intent.**

- A. In accordance with the recommendations and policies of the Town of Hamburg Comprehensive Plan, the purpose of this overlay district is to preserve and protect important agricultural, environmental, and open space resources, including scenic views and vistas; encourage bicycle and pedestrian access; and preserve the rural character of the area. This district contains significant tracts of freshwater wetlands and woodlands, agricultural and former agricultural lands, large parks, and recreation features, as well as habitats and wildlife management areas and designated conservation areas. This overlay is also intended to control suburban development and encourage agricultural and agriculturally related pursuits, without impacting the economic value of the land or hampering development altogether.
- B. The overlay district regulations will supplement the underlying zoning restrictions and provide for harmonious, safe, and orderly development within the district.

### **§ 280- Boundary description.**

The Hamburg Agricultural and Open Space Overlay District shall encompass all the land area that is located southeast of the NYS Thruway; southwest of the boundaries of the Incorporated Village of Hamburg, west of East Eden Road and extending southward to the Town boundary with the Town of Eden (as illustrated on the Town's Zoning map).

### **§ 280- Objectives.**

The special regulations contained herein, which govern all proposed development and redevelopment within the boundaries of the Hamburg Agricultural and Open Space Overlay District, shall be founded upon the following objectives:

- A. Guidelines and objectives for development.
  - (1) Land use decision making shall consider a wide variety of uses through the implementation of impact criteria to prevent potential adverse effects to adjoining properties and allow for more flexibility and creativity in design.
  - (2) Land use controls shall encourage larger lots and preserving open space. This overlay also encourages agricultural, agricultural related and agri-tourism businesses in order to further the goals of the Town of Hamburg Comprehensive Plan.
  - (3) Conversions of lands to desired uses, such as Agricultural related uses, shall be encouraged.
  - (4) Suburban development shall be minimized to control/manage growth. Standard road frontage lots are highly discouraged to help preserve the character of this overlay area.
  - (5) Rural development guidelines shall be applied to manage growth and achieve a more desirable environment than what would be possible through the strict application of existing zoning regulations.

- (6) To better manage suburban growth, the extension of public sewer lines beyond existing areas shall not be allowed.
- (7) Non-agricultural development shall be set back from roadways and adjacent agricultural development to preserve the rural character of the district. The aesthetics and layout of proposed development should be reviewed to prevent the area from taking on a suburban appearance.
- (8) Commercial development shall be concentrated in existing commercial areas rather than spread out in strips along major highways to preserve the rural character of this overlay district.

**B. Guidelines and objectives for environmental preservation.**

- (1) The amount of land clearing shall be minimized, and development shall be designed to avoid significant resources on site, i.e., wetlands, steep slopes, scenic vistas, floodplain boundaries and wooded areas, to manage growth and achieve a more desirable environment than what would be possible through the strict application of the underlying zoning.
- (2) Development shall be concentrated in areas that are already developed to control suburban sprawl and further the goals of the Town of Hamburg 2022 Comprehensive Plan.
- (3) Conservation easements, deed restrictions and other methodologies shall be utilized, to the greatest extent practicable, to preserve significant natural resources of developable lots.
- (4) More stringent environmental review shall be conducted for development of properties that contain extensive woodlands and other important natural resources.
- (5) Important habitats on the site should be identified, and the relative value of these areas for supporting wildlife should be determined. Proposed development should seek to minimize impacts on high quality habitat areas. The Planning Board, with input from the Conservation Board, will provide direction to the applicant regarding areas to preserve.
- (6) Trees of a minimum size of eight-inch diameter at breast height (DBH), all important trees and any significant stands of vegetation shall be preserved to the greatest extent possible. The Planning Board, with input from the Conservation Board, will provide direction to the applicant regarding areas to preserve.

**§ 280- Permitted uses.**

- A. The uses permitted in the Agricultural and Open Space Overlay District shall be the same uses as permitted in the underlying zoning district(s). Additional uses will be considered through a rezoning process (see new AG district).
- B. Major subdivisions for the purposes of residential development shall not be allowed.

**§ 280- Permitted accessory uses.**

The accessory uses permitted in the Agricultural and Open Space Overlay District shall be the same as the accessory uses permitted in the underlying zoning district(s).

**§ 280- Design regulations.**

- A. The division of lands, regardless of zoning classification, shall be subject to Chapter 230, Subdivision of Land, of the Code of the Town of Hamburg, and restricted to only Minor Subdivisions of land.
- B. Subdivision plans must clearly depict all features identified in the Town of Hamburg Open Space/Recreation Plan and all other important environmental and cultural features in relation to the approximate locations of proposed homes and driveways on the property.
- C. Areas with significant trees along the road frontage must be identified and preserved to the greatest extent practicable. Predetermined driveway and home locations, as required under § 280-156A(2), will help to minimize tree loss during construction. Penalties and/or replacement of trees will be imposed and enforced by the Building Inspector if unauthorized tree losses occur during construction.
- D. Creativity and flexibility in site design shall be encouraged, including variation in the configuration of lots, and building setbacks, as well as the utilization of conservation easements, deed restrictions, flag lots, common driveways, curved driveways, the preservation of stone walls and hedges, and the like.
- E. Any minor subdivision must be laid out to incorporate all important natural and cultural features; these features must be preserved to the greatest extent practicable.
- F. Clear cutting of trees for subdivision lots shall be prohibited. In accordance with the Town of Hamburg Tree Preservation Law, plans shall be submitted that clearly delineate those vegetated areas of the site that will be preserved and those areas that will be disturbed for the construction of home sites (including driveways, septic systems, lawns, etc.). No more than 1/2 acre of any building site shall be cleared for the construction of a single-family home. In cluster developments this requirement can be reduced by the Planning Board. Prior to construction, these areas must be properly delineated in the field and reviewed by the Town. (This requirement shall be noted on the plans.)
- G. In certain cases, to preserve the rural character of the Agricultural and Open Space Overlay District, the Town may allow the establishment of open development areas, pursuant to § 280-a, Subdivision (4) of the New York State Town Law.
- H. The Town will not accept any dedication of roads.
- N. All proposed applications shall illustrate how pedestrian and bicycle traffic will be accommodated on the property.
- O. All proposed commercial structures shall be designed to preserve and continue the

rural character and appearance of the district. All site plan applications shall include perspective drawings to illustrate the proposed design.

- P. The Planning Board may waive or modify any requirements under this section where an undue hardship on the property owner is clearly demonstrated and, that in doing so, the intent and purpose of the district is not diminished. In granting this waiver, the Planning Board shall attach such conditions as are, in the Planning Board's judgment, necessary to secure substantially the objectives of this overlay.

## Southeastern Hamburg Overlay District

### **§280- Purpose and intent.**

In accordance with the recommendations and policies of the Town of Hamburg Comprehensive Plan, the purpose of this overlay district is to preserve the rural character of the area. This overlay is also intended to manage development within the district to protect important environmental resources, including scenic views and vistas, and encourage bicycle and pedestrian access to the Village of Hamburg. The overlay regulations will supplement the underlying zoning restrictions and provide for harmonious, safe, and orderly development within the district.

### **§ 280- Boundary description.**

The Southeastern Hamburg Overlay District shall encompass all that land area that is located east of East Eden Road; South and east of the boundary of the Incorporated Village of Hamburg; south of Newton Road; west and southwest of the boundary of the Town of Orchard Park; and north of the boundary with the Towns of Boston and Eden.

### **§ 280- Objectives.**

The special regulations contained herein, which govern all proposed development and redevelopment within the boundaries of the Southeastern Hamburg Overlay District, shall be founded upon the following objectives.

#### **A. Rural development guidelines and objectives.**

- (1) Land use decision making shall consider a wide variety of uses through the implementation of impact criteria to prevent potential adverse effects to adjoining properties and allow for more flexibility and creativity in design.
- (2) Land use controls shall separate density from lot size, allowing for small lots, provided that overall density guidelines are maintained, thereby preserving open space and furthering the goals of the Town of Hamburg Comprehensive Plan.
- (3) Commercial development shall be concentrated in existing commercial areas rather than spread out in strips along roadways to preserve the rural character of the district.
- (4) Development shall be set back from roadways and adjacent agricultural development to preserve the rural character of the district. The aesthetics and layout of proposed development should be reviewed to prevent the area from taking on a suburban appearance.
- (5) Agriculture, agricultural related uses and agri-tourism uses shall be encouraged.

#### **B. Environmental protection guidelines and objectives.**

- (1) The amount of land clearing shall be minimized, and development shall be designed around significant resources on site, i.e., wetlands, steep slopes, scenic vistas, floodplain boundaries and wooded areas, to manage growth and achieve a more desirable environment than what would be possible through the strict application of the existing zoning.

- (2) Development should be concentrated in areas already developed to control suburban sprawl and further the goals of the Town of Hamburg Comprehensive Plan.
- (3) The amount of land clearing should be limited, and development should be designed around important natural resources on site.
- (4) Conservation easements should be utilized, to the greatest extent practicable, to preserve significant natural resources on developable lands.
- (5) More stringent environmental review should be undertaken for development of properties that contain extensive woodlands or other important natural resources. More stringent environmental review is mandated along the 18 Mile Creek corridor.

**§ 280- Permitted uses.**

- A. The uses permitted in the Southeastern Hamburg Overlay District shall be the same uses permitted in the underlying zoning district(s). Interpretation of allowable uses and rezoning of lands (especially to the new Ag district) will favor those uses that are agricultural related, including agri-tourism businesses.
- B. Clustered development shall be encouraged, and in certain cases required, in accordance with the provision of § 280-282A of the Town of Hamburg Zoning Ordinance.

**§ 280- Permitted accessory uses.**

The accessory uses permitted in the Southeastern Hamburg Overlay District shall be the same as the accessory uses permitted in the underlying zoning district(s).

**§ 280- Subdivision regulations.**

The division of lands, regardless of zoning classification, shall be subject to Chapter 230, Subdivision of Land, of the Code of the Town of Hamburg.

**§ 280- Site design conditions.**

Development and redevelopment in the Southeastern Hamburg Overlay District shall comply with the following:

- A. No clear-cutting of trees; removal of trees must be minimized. Areas where trees will be removed must be shown on the site plan or subdivision plan submitted.
- B. In accordance with the Town of Hamburg Tree Preservation Ordinance, plans shall be submitted that clearly delineate those vegetated areas of the site that will be preserved and those areas that will be disturbed for the construction of homesites, other structures, driveways, and septic systems. Penalties and/or tree replacement will be imposed and enforced by the Building Inspector if unauthorized tree losses occur during construction. Furthermore, no more than 1/2 acre of any building site may be cleared for the construction of a single-family home in the district.
- C. Subdivision plats and site plans must clearly depict all features identified in the Town of Hamburg Open Space/Recreation Plan and the Comprehensive Plan, and all other important environmental and cultural features in relation to the approximate location of proposed homes on the property. Special consideration shall be given to the important views and vistas in this area (to be illustrated on any plan submitted).
- D. Creativity and flexibility in site design shall be encouraged, including variation in the configuration of lots (clustering) and building setbacks, as well as the utilization of

conservation easements, deed restrictions, flag lots, common and curved driveways, the preservation of stone walls and hedges, and the like.

- E. In certain cases, to preserve the rural character of the Southeastern Hamburg Overlay District, the Town may allow the establishment of open development areas, pursuant to § 280-a, Subdivision (4), of the New York State Town Law.
- F. Standard road frontage lots shall be discouraged. Where road frontage lots are proposed, the bulk requirements for frontage and lot size shall be increased by 25%, and these lots must be laid out to encourage the preservation of all important environmental and cultural features.
- G. Entrances to proposed subdivisions must be designed in a manner that will discourage extended views of the subdivision. Corner lots at entrance points shall front on the new entrance road, and these homes will be set back a minimum of 100 feet from the intersection.
- H. All proposed applications shall illustrate how pedestrian and bicycle traffic will be accommodated on the property and, if applicable, provide/enhance connections to the Village of Hamburg.
- I. All proposed commercial structures shall be designed to preserve and continue the rural character and appearance of the district. All site plan applications shall include perspective drawings to illustrate the proposed design.
- J. The Planning Board may waive or modify any requirements under this section where an undue hardship on the property owner is clearly demonstrated and, that in doing so, the intent and purpose of the district is not diminished.
- K. In all major and minor subdivisions, and multiple-dwelling structures located in the Southeastern Overlay District, all extensions of private utility and communication distribution facilities shall be installed below grade. Where existing overhead distribution facilities are already in place, service from lot line to the proposed house shall be installed below grade. Installation shall be in the manner prescribed by the Building Code and utility company having jurisdiction. Where facilities are provided, they shall be planned to anticipate future utility needs.



## ARTICLE XXVI

### Lakeview Overlay District

#### **§ 280- . Purpose and intent.**

- A. In accordance with the recommendations and policies of the Town of Hamburg Comprehensive Plan, the purpose of this overlay district is to preserve the rural nature and important natural resources of the Lakeview area of the Town. This district contains significant tracts of freshwater wetlands and woodlands, as well as wildlife habitats, wildlife management areas and designated conservation areas. This overlay district is also intended to encourage the renewal of existing commercial development areas in an effort to revitalize the Lakeview hamlet and provide for diversification of the land uses in this area.
- B. The Lakeview Overlay District regulations will supplement the underlying zoning restrictions and provide for harmonious, safe, and orderly development within the district.

#### **§ 280- . Boundary description.**

As indicated in the Town of Hamburg Comprehensive Plan, the Lakeview Overlay District shall encompass all that land area that is located southeast of Old Lakeshore Road and the shoreline of Lake Erie; southwest of Amsdell Road; northeast of the boundary with the Town of Evans; and northwest of the boundary of the New York State Thruway, as shown on the Town's zoning map.

#### **§ 280- . Objectives.**

To carry out the intent of the Lakeview Overlay District, application of the special restrictions and regulations contained herein shall be founded upon the following objectives:

- A. Guidelines and objectives for development.
  - (1) Suburban development shall be minimized to control growth.
  - (2) Rural development guidelines shall be applied to manage growth and achieve a more desirable environment than what would be possible through the strict application of existing zoning regulations.
  - (3) Existing commercial development shall be restored and improved, and any additional commercial uses shall be concentrated only in the hamlet area, as noted in the Town Comprehensive Plan, to revitalize this portion of the overlay district.
  - (4) Standard road frontage lots and commercial strip development shall be discouraged to allow for the development and physical site arrangements that would further the goals of the Town of Hamburg Comprehensive Plan.
  - (5) The aesthetics and layout of proposed development shall be reviewed to prevent the area from taking on a suburban appearance.
  - (6) Land use controls shall separate density from lot size, allowing for smaller lots, provided that overall density guidelines are maintained, thereby preserving open space. (See Subsection A(7).)

- (7) As recommended in the 1994 Open Space/Recreation Plan, cluster development shall be required for all proposed subdivisions that contain important natural resources and open space.
- (8) Additional sewer extensions (both public and private) shall be restricted in the district, and extensions currently under consideration by the county should be evaluated in relation to the recommendations of the Town of Hamburg Comprehensive Plan.
- (9) All site plan and subdivision plats should be reviewed for conformance with the recommendations set forth in the Town of Hamburg Comprehensive Plan.
- (10) In all major and minor subdivisions, and multiple-dwelling structures located in the Lakeview Overlay District, all extensions of private utility and communication distribution facilities shall be installed below grade. Where existing overhead distribution facilities are already in place, service from lot line to the proposed house shall be installed below grade. Installation shall be in the manner prescribed by the Building Code and utility company having jurisdiction. Where facilities are provided, they shall be planned to anticipate future utility needs.

B. Guidelines and objectives for environmental preservation.

- (1) Important environmental and cultural features shall be preserved and enhanced to further the goals of the Town of Hamburg Comprehensive Plan.
- (2) Important environmental and cultural features shall be mapped to illustrate existing conditions for all site plan and subdivision applications to depict existing conditions and permit effective site development analysis.
- (3) Major subdivisions shall not be permitted on soils that have a poor capacity for percolation (i.e., rates or conditions that would not allow the use of a standard or raised-bed subsurface wastewater disposal system) to protect important natural resources.
- (4) In accordance with the Town of Hamburg Tree Preservation Law, the amount of land clearing shall be minimized, and development shall be designed to avoid significant resources onsite, i.e., wetlands, steep slopes, scenic vistas, floodplain boundaries, significant woodlands, etc.
- (5) Important habitats on the site should be identified, and the relative value of these areas for supporting wildlife should be determined, and impacts minimized and mitigated.
- (6) Trees of a minimum size of eight-inch diameter at breast height (DBH), all important trees and any significant stands of vegetation shall be preserved to the greatest extent possible.
- (7) Conservation easements, land dedications and other methodologies shall be utilized, wherever possible, to preserve areas of significant open space and/or important natural resources.
- (8) All site plans and subdivision plats shall be reviewed for conformance with the Town of Hamburg 1994 Open Space/Recreation Plan and the Comprehensive Plan.

**§ 280- . Permitted and accessory uses.**

- A. The uses permitted in the Lakeview Overlay District shall be the same uses permitted in the underlying zoning district(s).
- B. Clustered development shall be encouraged, and in certain cases required, in accordance with the provisions of § 280-282A of the Town of Hamburg Zoning Code.
- C. The accessory uses permitted in the Lakeview Overlay District shall be the same accessory uses permitted in the underlying zoning district(s).

**§ 280- . Subdivision regulations.**

The division of lands, regardless of the zoning classification, shall be subject to Chapter 230, Subdivision of Land, of the Code of the Town of Hamburg. The following special regulations shall apply to all subdivision of lands within the Lakeview Overlay District:

- A. Minor subdivisions.
  - (1) Minor subdivision plans must clearly depict all features identified in the Town of Hamburg Open Space/Recreation Plan and Comprehensive Plan and all other important environmental and cultural features in relation to the approximate locations of proposed homes and driveways on the property.
  - (2) Road frontage lots (lots fronting existing roads with each lot having its own driveway connecting to the existing road) are discouraged in minor subdivision layouts. If standard road frontage lots are proposed, the bulk requirements for frontage (building and front line) and lot size shall be increased by 25%, and these lots must be laid out to encourage the preservation of all important environmental and cultural features. (For example, in an RA District the bulk requirements for road frontage lots are amended to: lot area = 2.5 acres; lot width at building line = 250 feet; lot width at front line = 125 feet.)
  - (3) Areas with significant trees along the road frontage must be identified and preserved to the greatest extent practicable. Predetermined driveway and home locations, as required under § 280-176A(1), will help to minimize tree loss during construction. Penalties and/or replacement of trees will be imposed and enforced by the Building Inspector if unauthorized tree losses occur during construction.
  - (4) Creativity and flexibility in site design shall be encouraged, including variation in the configuration of lots (clustering) and building setbacks, as well as the utilization of conservation easements, deed restrictions, flag lots, common driveways, curved driveways, the preservation of stone walls and hedges, and the like.
  - (5) Where other creative site design techniques are proposed to preserve the rural character of the area, the Planning Board may allow for the reduction of bulk requirements by up to 25% to further accomplish these goals, as long as they meet all health code requirements and do not increase the overall allowable density that would be allowed for the parcel under the existing zoning district requirements. All cluster development proposals shall comply with §280-282 of the Town of Hamburg Zoning Code.

B. Major subdivisions.

- (1) Major subdivision plans must clearly depict all features identified in the Town of Hamburg Open Space/Recreation Plan and all other important environmental and cultural features in relation to the locations of the proposed homes on the property.
- (2) The subdivision must be laid out to incorporate all important natural and cultural features; these features must be preserved to the greatest extent practicable.
- (3) Standard road frontage lots are highly discouraged. Where they are proposed, the following shall apply:
  - (a) The bulk requirements for frontage and lot size shall be increased by 50%.
  - (b) A minimum of 50 percent of all trees located in the front and side yard setback areas must be preserved.
  - (c) Penalties will be imposed and enforced by the Building Inspector for the unauthorized loss of trees during construction.
  - (d) All lots must be laid out to encourage the preservation of all identified environmental and cultural features.
- (4) Clear cutting of trees for subdivision lots shall be prohibited. In accordance with the Town of Hamburg Tree Preservation Law, plans shall be submitted that clearly delineate those vegetated areas of the site that will be preserved and those areas that will be disturbed for the construction of homesites (including driveways, septic systems, lawns, etc.). No more than 1/2 acre of any building site shall be cleared for the construction of a single-family home. In cluster developments this requirement can be reduced by the Planning Board.
- (5) All major subdivisions in areas not having public sewers must include the submission of percolation test results performed by a licensed engineer. If the results indicate that a standard or raised-bed subsurface wastewater disposal system cannot be used, the subdivision shall not be approved unless a public sewer system is available to the site.
- (6) All proposed projects that include lands identified in the Town of Hamburg Open Space/Recreation Plan or Comprehensive Plan must submit a clustered site design layout that incorporates the preservation of all identified important natural and cultural features. All cluster developments must comply with the provision of § 280-282 of the Town of Hamburg Zoning Code.
- (7) In certain cases, to preserve the rural character of the Lakeview Overlay District, the Town may allow the establishment of open development areas, pursuant to §280-a, Subdivision (4) of the New York State Town Law.
- (8) For properties that do not contain features identified in the Town of Hamburg Open Space/Recreation Plan or Comprehensive Plan, creativity and flexibility in site design shall still be encouraged, including variation in the configuration of lots (clustering) and building setbacks, as well as the utilization of conservation easements, deed restrictions, flag lots, common driveways, curved driveways, the preservation of stone walls and hedges, and the like.

- (9) Entrances to proposed subdivisions must be designed in a manner that will discourage extended views of the subdivision. Corner lots at entrance points shall front on the new entrance road and these homes will be set back a minimum of 100 feet from the intersection.
- C. The Planning Board may waive or modify any requirements under this section where an undue hardship on the property owner is clearly demonstrated and, that in doing so, the intent and purpose of the district is not diminished.

**§280- . Other development requirements.**

- A. Other residential development proposals must comply with the requirements established herein for major subdivisions.
- B. Commercial development within the Lakeview Overlay District shall comply with the following restrictions:
  - (1) All commercial development shall be located in existing commercially zoned districts and limited to the hamlet section of the Lakeview area, as discussed in the Town Comprehensive Plan.
  - (2) The Town of Hamburg Planning Board shall encourage the creative reuse of existing commercially zoned properties.
  - (3) Proposed commercial structures shall be designed to preserve and continue the rural character and appearance of the hamlet. All site plan applications shall include perspective drawings to illustrate the proposed design.

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Project :

Date :

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**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

| <b>1. Impact on Land</b><br>Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)<br><i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i> <div style="text-align: right;"> <input type="checkbox"/> NO      <input type="checkbox"/> YES         </div> |                             |                               |                                    |
|---|-----------------------------|-------------------------------|------------------------------------|
|   | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may involve construction on land where depth to water table is less than 3 feet.   | E2d                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may involve construction on slopes of 15% or greater.  | E2f                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.  | E2a                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.  | D2a                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may involve construction that continues for more than one year or in multiple phases.  | D1e                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).   | D2e, D2q                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action is, or may be, located within a Coastal Erosion hazard area.   | B1i                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. Other impacts: _____<br>_____  |                             | <input type="checkbox"/>      | <input type="checkbox"/>           |

**2. Impact on Geological Features**

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The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☐ NO☐ YES

*If "Yes", answer questions a - c. If "No", move on to Section 3.*

|   | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. Identify the specific land form(s) attached: _____<br>_____  | E2g                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark.<br>Specific feature: _____ | E3c                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. Other impacts: _____<br>_____  |                             | <input type="checkbox"/>      | <input type="checkbox"/>           |

**3. Impacts on Surface Water**

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☐ NO☐ YES

*If "Yes", answer questions a - l. If "No", move on to Section 4.*

|  | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may create a new water body.  | D2b, D1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.                 | D2b                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.  | D2a                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.                             | E2h                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.  | D2a, D2h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.   | D2c                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).   | D2d                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies. | D2e                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.   | E2h                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| j. The proposed action may involve the application of pesticides or herbicides in or around any water body.  | D2q, E2h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.   | D1a, D2d                    | <input type="checkbox"/>      | <input type="checkbox"/>           |

|                                  |  |                          |                             |
|----------------------------------|--|--------------------------|-----------------------------|
| I. Other impacts: _____<br>_____ |  | <input type="checkbox"/> | <input type="checkbox"/> 56 |
|----------------------------------|--|--------------------------|-----------------------------|

| <b>4. Impact on groundwater</b><br>The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.<br>(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)<br><i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i> |                             |                               |                                    |
|---|-----------------------------|-------------------------------|------------------------------------|
|   | <input type="checkbox"/> NO | <input type="checkbox"/> YES  |                                    |
|   | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.  | D2c                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer.<br>Cite Source: _____  | D2c                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may allow or result in residential uses in areas without water and sewer services.   | D1a, D2c                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may include or require wastewater discharged to groundwater.   | D2d, E2l                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.   | D2c, E1f, E1g, E1h          | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.  | D2p, E2l                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.  | E2h, D2q, E2l, D2c          | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. Other impacts: _____<br>_____  |                             | <input type="checkbox"/>      | <input type="checkbox"/>           |

| <b>5. Impact on Flooding</b><br>The proposed action may result in development on lands subject to flooding.<br>(See Part 1. E.2)<br><i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i> |                             |                               |                                    |
|---|-----------------------------|-------------------------------|------------------------------------|
|   | <input type="checkbox"/> NO | <input type="checkbox"/> YES  |                                    |
|   | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may result in development in a designated floodway.  | E2i                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may result in development within a 100 year floodplain.  | E2j                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may result in development within a 500 year floodplain.  | E2k                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may result in, or require, modification of existing drainage patterns.   | D2b, D2e                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may change flood water flows that contribute to flooding.  | D2b, E2i, E2j, E2k          | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?  | E1e                         | <input type="checkbox"/>      | <input type="checkbox"/>           |



|                                  |  |                          |                             |
|----------------------------------|--|--------------------------|-----------------------------|
| g. Other impacts: _____<br>_____ |  | <input type="checkbox"/> | <input type="checkbox"/> 57 |
|----------------------------------|--|--------------------------|-----------------------------|

| <b>6. Impacts on Air</b><br>The proposed action may include a state regulated air emission source. <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br>(See Part 1. D.2.f., D.2.h, D.2.g)<br><i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>   |  |  |  |
|---|--|--|--|
|   | Relevant Part I Question(s)            | No, or small impact may occur  | Moderate to large impact may occur   |
| a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:<br>i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> )<br>ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O)<br>iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)<br>iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> )<br>v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions<br>vi. 43 tons/year or more of methane | D2g<br>D2g<br>D2g<br>D2g<br>D2g<br>D2h | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> |
| b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.  | D2g                                    | <input type="checkbox"/>   | <input type="checkbox"/>   |
| c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.   | D2f, D2g                               | <input type="checkbox"/>   | <input type="checkbox"/>   |
| d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.  | D2g                                    | <input type="checkbox"/>   | <input type="checkbox"/>   |
| e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.   | D2s                                    | <input type="checkbox"/>   | <input type="checkbox"/>   |
| f. Other impacts: _____<br>_____  |  | <input type="checkbox"/>   | <input type="checkbox"/>   |

| <b>7. Impact on Plants and Animals</b><br>The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br><i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i> |                             |                               |                                    |
|---|-----------------------------|-------------------------------|------------------------------------|
|   | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.   | E2o                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.   | E2o                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.  | E2p                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.   | E2p                         | <input type="checkbox"/>      | <input type="checkbox"/>           |

|   |     |                          |                             |
|---|-----|--------------------------|-----------------------------|
| e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.                               | E3c | <input type="checkbox"/> | <input type="checkbox"/> 58 |
| f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community.<br>Source: _____                                  | E2n | <input type="checkbox"/> | <input type="checkbox"/>    |
| g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.              | E2m | <input type="checkbox"/> | <input type="checkbox"/>    |
| h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat.<br>Habitat type & information source: _____ | E1b | <input type="checkbox"/> | <input type="checkbox"/>    |
| i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.  | D2q | <input type="checkbox"/> | <input type="checkbox"/>    |
| j. Other impacts: _____   |     | <input type="checkbox"/> | <input type="checkbox"/>    |

|  |                                    |                                      |   |
|--|------------------------------------|--------------------------------------|---|
| <b>8. Impact on Agricultural Resources</b><br>The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input type="checkbox"/> NO <input type="checkbox"/> YES<br><i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i> |                                    |                                      |   |
|  | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.   | E2c, E3b                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).  | E1a, E1b                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.   | E3b                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.   | E1b, E3a                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. The proposed action may disrupt or prevent installation of an agricultural land management system.  | E1 a, E1b                          | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.   | C2c, C3, D2c, D2d                  | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.   | C2c                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| h. Other impacts: _____  |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|  |                                    |  |  |    |
|--|------------------------------------|--|--|----|
| <b>9. Impact on Aesthetic Resources</b><br>The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)<br><i>If "Yes", answer questions a - g. If "No", go to Section 10.</i> |                                    | <input type="checkbox"/> NO <input type="checkbox"/> YES |  | 59 |
|  | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b>                     | <b>Moderate to large impact may occur</b>            |    |
| a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.  | E3h                                | <input type="checkbox"/>                                 | <input type="checkbox"/>                             |    |
| b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.  | E3h, C2b                           | <input type="checkbox"/>                                 | <input type="checkbox"/>                             |    |
| c. The proposed action may be visible from publicly accessible vantage points:<br>i. Seasonally (e.g., screened by summer foliage, but visible during other seasons)<br>ii. Year round   | E3h                                | <input type="checkbox"/><br><input type="checkbox"/>     | <input type="checkbox"/><br><input type="checkbox"/> |    |
| d. The situation or activity in which viewers are engaged while viewing the proposed action is:<br>i. Routine travel by residents, including travel to and from work<br>ii. Recreational or tourism based activities   | E3h<br>E2q,<br>E1c                 | <input type="checkbox"/><br><input type="checkbox"/>     | <input type="checkbox"/><br><input type="checkbox"/> |    |
| e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.   | E3h                                | <input type="checkbox"/>                                 | <input type="checkbox"/>                             |    |
| f. There are similar projects visible within the following distance of the proposed project:<br>0-1/2 mile<br>1/2 -3 mile<br>3-5 mile<br>5+ mile   | D1a, E1a,<br>D1f, D1g              | <input type="checkbox"/>                                 | <input type="checkbox"/>                             |    |
| g. Other impacts: _____<br>_____   |                                    | <input type="checkbox"/>                                 | <input type="checkbox"/>                             |    |

|   |                                    |  |   |
|---|------------------------------------|--|---|
| <b>10. Impact on Historic and Archeological Resources</b><br>The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)<br><i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>   |                                    | <input type="checkbox"/> NO <input type="checkbox"/> YES |   |
|   | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b>                     | <b>Moderate to large impact may occur</b> |
| a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places. | E3e                                | <input type="checkbox"/>                                 | <input type="checkbox"/>                  |
| b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.  | E3f                                | <input type="checkbox"/>                                 | <input type="checkbox"/>                  |
| c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory.<br>Source: _____   | E3g                                | <input type="checkbox"/>                                 | <input type="checkbox"/>                  |

|  |                            |                          |                             |
|--|----------------------------|--------------------------|-----------------------------|
| d. Other impacts: _____<br>_____   |                            | <input type="checkbox"/> | <input type="checkbox"/> 60 |
| <p>If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:</p> <p>e.</p> |                            |                          |                             |
| i. The proposed action may result in the destruction or alteration of all or part of the site or property.   | E3e, E3g, E3f              | <input type="checkbox"/> | <input type="checkbox"/>    |
| ii. The proposed action may result in the alteration of the property's setting or integrity.   | E3e, E3f, E3g, E1a, E1b    | <input type="checkbox"/> | <input type="checkbox"/>    |
| iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.                 | E3e, E3f, E3g, E3h, C2, C3 | <input type="checkbox"/> | <input type="checkbox"/>    |

|   |                                    |                                      |   |
|---|------------------------------------|--------------------------------------|---|
| <b>11. Impact on Open Space and Recreation</b><br>The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.<br>(See Part 1. C.2.c, E.1.c., E.2.q.)<br><i>If "Yes", answer questions a - e. If "No", go to Section 12.</i> |                                    |                                      |   |
|   |                                    | <input type="checkbox"/> NO          | <input type="checkbox"/> YES              |
|   | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.   | D2e, E1b E2h, E2m, E2o, E2n, E2p   | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may result in the loss of a current or future recreational resource.   | C2a, E1c, C2c, E2q                 | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may eliminate open space or recreational resource in an area with few such resources.  | C2a, C2c E1c, E2q                  | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action may result in loss of an area now used informally by the community as an open space resource.  | C2c, E1c                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. Other impacts: _____<br>_____  |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|   |                                    |                                      |   |
|---|------------------------------------|--------------------------------------|---|
| <b>12. Impact on Critical Environmental Areas</b><br>The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)<br><i>If "Yes", answer questions a - c. If "No", go to Section 13.</i> |                                    |                                      |   |
|   |                                    | <input type="checkbox"/> NO          | <input type="checkbox"/> YES              |
|   | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.  | E3d                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.   | E3d                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. Other impacts: _____<br>_____  |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |

**13. Impact on Transportation**

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The proposed action may result in a change to existing transportation systems.

☐ NO☐ YES

(See Part 1. D.2.j)

*If "Yes", answer questions a - f. If "No", go to Section 14.*

|   | Relevant<br>Part I<br>Question(s) | No, or<br>small<br>impact<br>may occur | Moderate<br>to large<br>impact may<br>occur |
|---|-----------------------------------|--|---|
| a. Projected traffic increase may exceed capacity of existing road network.                           | D2j                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| b. The proposed action may result in the construction of paved parking area for 500 or more vehicles. | D2j                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| c. The proposed action will degrade existing transit access.  | D2j                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| d. The proposed action will degrade existing pedestrian or bicycle accommodations.                    | D2j                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| e. The proposed action may alter the present pattern of movement of people or goods.                  | D2j                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| f. Other impacts: _____<br>_____  |                                   | <input type="checkbox"/>               | <input type="checkbox"/>                    |

**14. Impact on Energy**

The proposed action may cause an increase in the use of any form of energy.

☐ NO☐ YES

(See Part 1. D.2.k)

*If "Yes", answer questions a - e. If "No", go to Section 15.*

|  | Relevant<br>Part I<br>Question(s) | No, or<br>small<br>impact<br>may occur | Moderate<br>to large<br>impact may<br>occur |
|--|-----------------------------------|--|---|
| a. The proposed action will require a new, or an upgrade to an existing, substation.   | D2k                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use. | D1f,<br>D1q, D2k                  | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.  | D2k                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.  | D1g                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| e. Other Impacts: _____<br>_____   |                                   |  |   |

**15. Impact on Noise, Odor, and Light**

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO☐ YES

(See Part 1. D.2.m., n., and o.)

*If "Yes", answer questions a - f. If "No", go to Section 16.*

|  | Relevant<br>Part I<br>Question(s) | No, or<br>small<br>impact<br>may occur | Moderate<br>to large<br>impact may<br>occur |
|--|-----------------------------------|--|---|
| a. The proposed action may produce sound above noise levels established by local regulation.   | D2m                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home. | D2m, E1d                          | <input type="checkbox"/>               | <input type="checkbox"/>                    |
| c. The proposed action may result in routine odors for more than one hour per day.   | D2o                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |

|   |          |                          |                             |
|---|----------|--------------------------|-----------------------------|
| d. The proposed action may result in light shining onto adjoining properties.                           | D2n      | <input type="checkbox"/> | <input type="checkbox"/> 62 |
| e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions. | D2n, E1a | <input type="checkbox"/> | <input type="checkbox"/>    |
| f. Other impacts: _____<br>_____  |          | <input type="checkbox"/> | <input type="checkbox"/>    |

#### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

*If "Yes", answer questions a - m. If "No", go to Section 17.*

|   | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.   | E1d                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The site of the proposed action is currently undergoing remediation.   | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.   | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).   | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.                               | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health. | D2t                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action involves construction or modification of a solid waste management facility.  | D2q, E1f                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. The proposed action may result in the unearthing of solid or hazardous waste.  | D2q, E1f                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.  | D2r, D2s                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.  | E1f, E1g<br>E1h             | <input type="checkbox"/>      | <input type="checkbox"/>           |
| k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.   | E1f, E1g                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| l. The proposed action may result in the release of contaminated leachate from the project site.  | D2s, E1f,<br>D2r            | <input type="checkbox"/>      | <input type="checkbox"/>           |
| m. Other impacts: _____<br>_____  |                             |                               |                                    |

**17. Consistency with Community Plans**

The proposed action is not consistent with adopted land use plans.  
(See Part 1. C.1, C.2. and C.3.)

☐ NO☐ YES

*If “Yes”, answer questions a - h. If “No”, go to Section 18.*

|  | <b>Relevant<br/>Part I<br/>Question(s)</b> | <b>No, or<br/>small<br/>impact<br/>may occur</b> | <b>Moderate<br/>to large<br/>impact may<br/>occur</b> |
|--|--|--|---|
| a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).                                | C2, C3, D1a<br>E1a, E1b                    | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.                     | C2   | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| c. The proposed action is inconsistent with local land use plans or zoning regulations.  | C2, C2, C3                                 | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| d. The proposed action is inconsistent with any County plans, or other regional land use plans.  | C2, C2                                     | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure. | C3, D1c,<br>D1d, D1f,<br>D1d, E1b          | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.                       | C4, D2c, D2d<br>D2j                        | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)                    | C2a  | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| h. Other: _____<br>_____   |  | <input type="checkbox"/>                         | <input type="checkbox"/>                              |

**18. Consistency with Community Character**

The proposed project is inconsistent with the existing community character.  
(See Part 1. C.2, C.3, D.2, E.3)

☐ NO☐ YES

*If “Yes”, answer questions a - g. If “No”, proceed to Part 3.*

|  | <b>Relevant<br/>Part I<br/>Question(s)</b> | <b>No, or<br/>small<br/>impact<br/>may occur</b> | <b>Moderate<br/>to large<br/>impact may<br/>occur</b> |
|--|--|--|---|
| a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community. | E3e, E3f, E3g                              | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)                       | C4   | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.         | C2, C3, D1f<br>D1g, E1a                    | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.            | C2, E3                                     | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| e. The proposed action is inconsistent with the predominant architectural scale and character.                                     | C2, C3                                     | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| f. Proposed action is inconsistent with the character of the existing natural landscape.   | C2, C3<br>E1a, E1b<br>E2g, E2h             | <input type="checkbox"/>                         | <input type="checkbox"/>                              |
| g. Other impacts: _____<br>_____   |  | <input type="checkbox"/>                         | <input type="checkbox"/>                              |

***Full Environmental Assessment Form***  
***Part 3 - Evaluation of the Magnitude and Importance of Project Impacts***  
***and***  
***Determination of Significance***

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status: ☐ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3



and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the \_\_\_\_\_ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person:

Address:

Telephone Number:

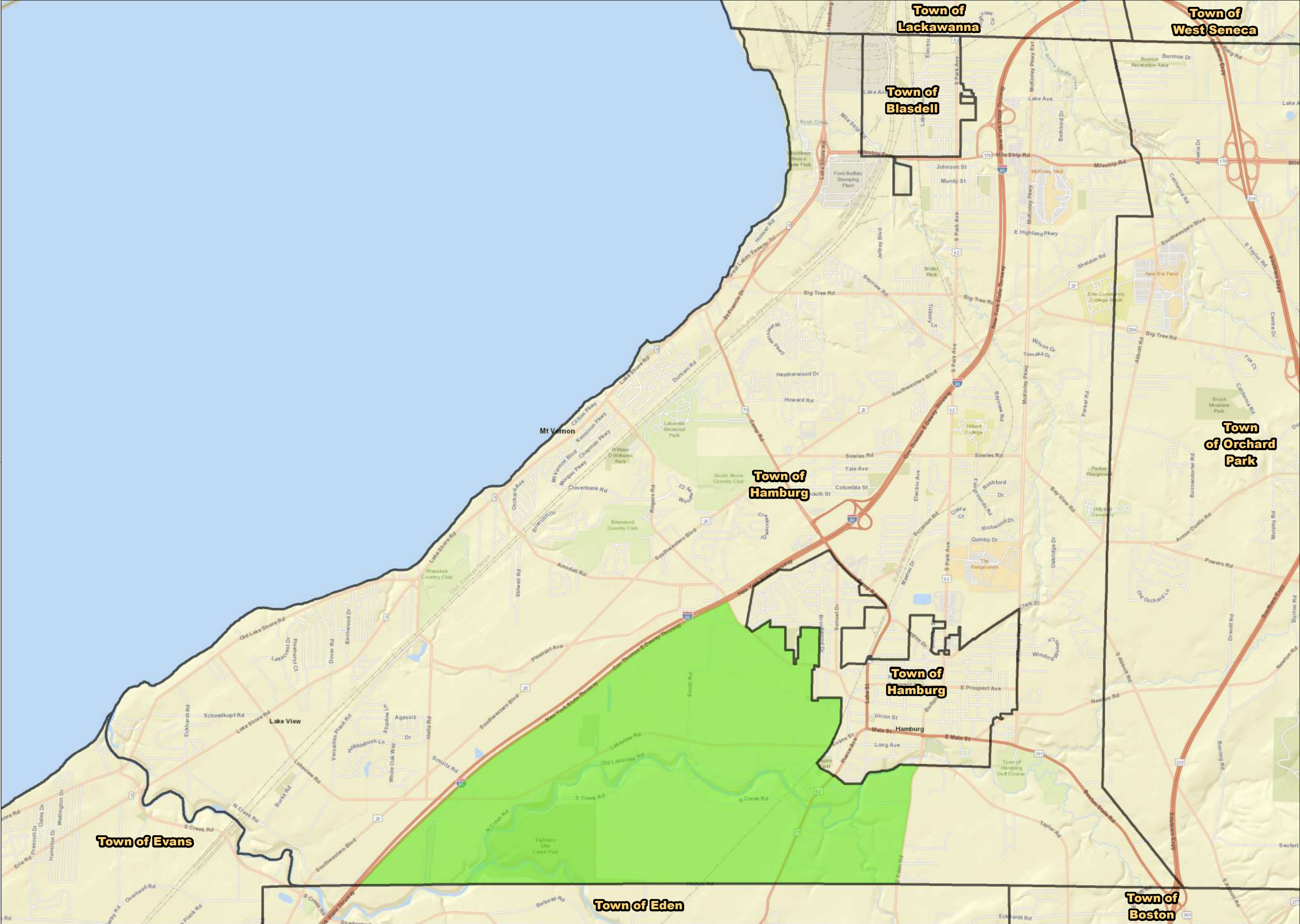
E-mail:

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)  
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>



**New Agriculture /  
Open Space Overlay**  
Town of Hamburg  
ERIE COUNTY, NEW YORK



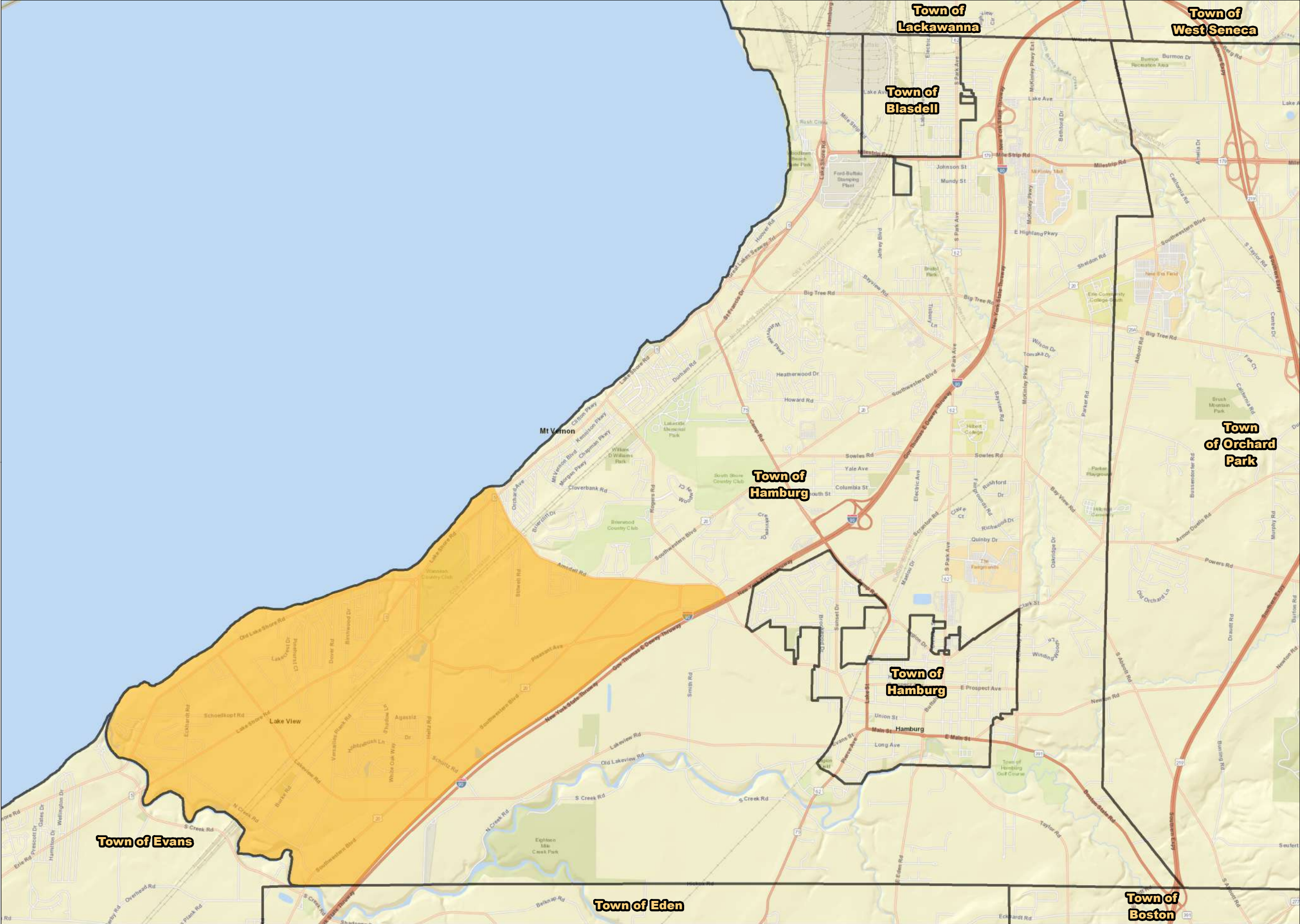
**LEGEND**

- Municipal Boundary
- New Agriculture/Open Space Overlay

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Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C. shall assume no liability for 1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused or; 2. Any decision or action taken or not taken by the reader in reliance upon any information or data furnished hereunder.  
Data Sources: Erie County GIS, NYS GIS Program Office, NYS Office of Information Technology Services, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



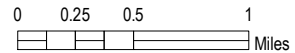


**New Lakeview Overlay**  
Town of Hamburg  
ERIE COUNTY, NEW YORK



**LEGEND**

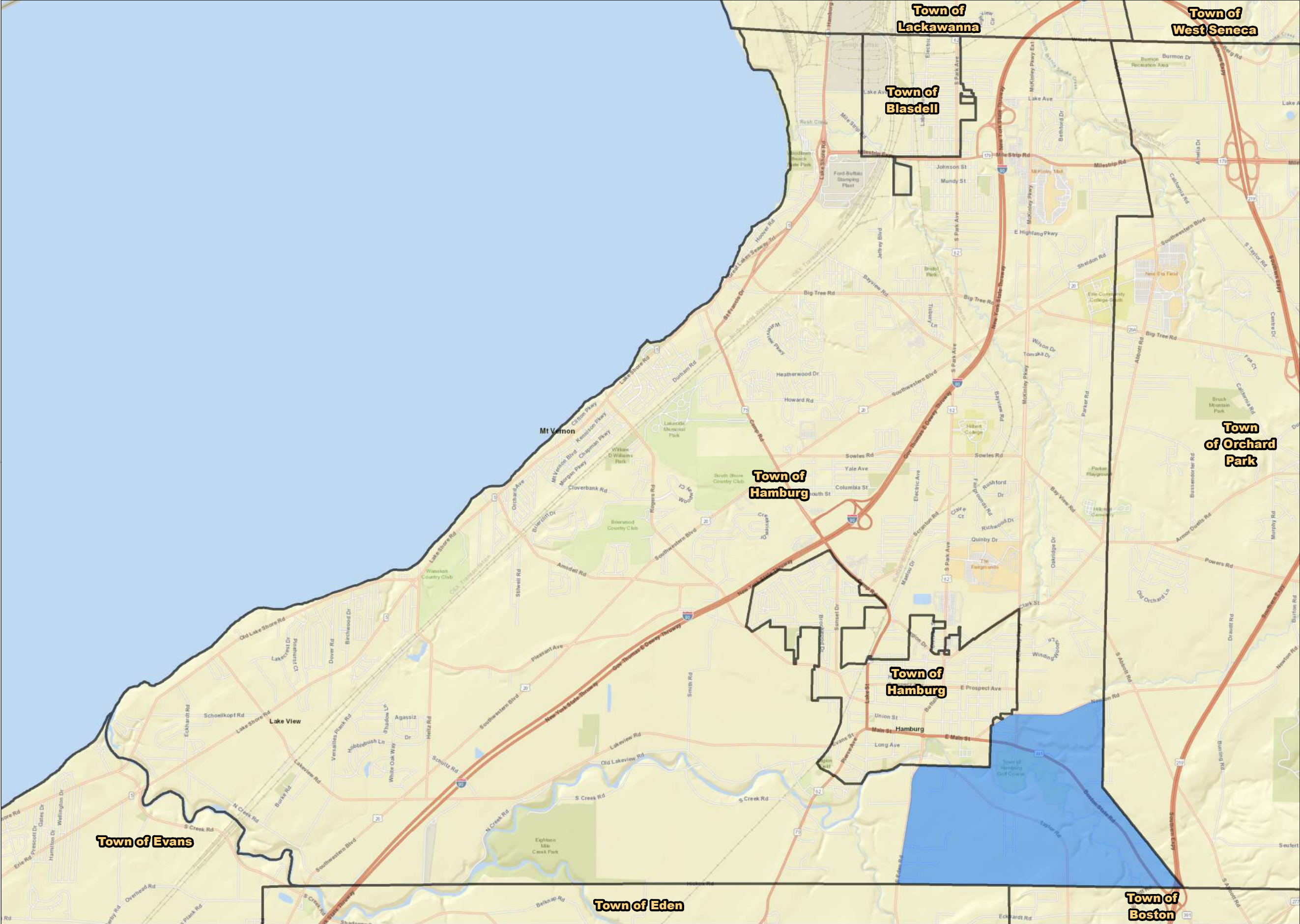
- Municipal Boundary
- New Lakeview Overlay



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Data Sources: Erie County GIS, NYS GIS Program Office, NYS Office of Information Technology Services, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community





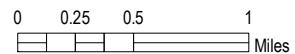


**New SE Overlay**  
Town of Hamburg  
ERIE COUNTY, NEW YORK



**LEGEND**

- Municipal Boundary
- New SE Overlay



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Data Sources: Erie County GIS, NYS GIS Program Office, NYS Office of Information Technology Services, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



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**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**18. Camp Road Interchange District Resolution**

**WHEREAS**, this resolution introduces a proposed amendment to the Zoning Map of the Town of Hamburg to rezone parcels near the intersection of Camp Road, and the NYS Thruway Authority Interchange. The properties involved in this rezoning are identified by the following S.B.L. Numbers: 182.00-2-37.2; 182.00-2-38.1; 182.00-2-7; 182.00-2-72; 182.00-2-37.11 and 182.00-2-41.111. In addition, there is one parcel of land on the southwest side of Camp Road currently without any zoning classification (previously contained cloverleaf for NYS Thruway property.) The parcel will now be zoned CRI (Camp Road Interchange District.), as illustrated on the attached maps (Exhibit B); and

**WHEREAS**, the proposed zoning map amendment is proposed in the form of a Local Law pursuant to the authority granted to the Town of Hamburg (“**Town**”) Town Board (“**Town Board**”) and the Town by Articles 2 and 3 of the New York State Municipal Home Rule Law and by Article 2 of the New York State Statute of Local Governments, and the Town Board is authorized and empowered by Chapter 280, Article XLVIII of the Code, and Article 16 of New York Town Law to amend the Zoning Map of the Town to meet the growing and changing needs of the Town; and

**Whereas**, since 2019, the Town has been in the process of updating its Comprehensive Plan, and evaluating potential Zoning Code and Zoning Map amendments throughout the Town, including areas around the Camp Road Interchange which has been reconfigured, and evaluating other land use issues throughout the Town; and

**Whereas**, through the process of updating its Comprehensive Plan, the Town has identified areas that it views as improperly zoned in light of changes in the Town and the region since the adoption of the last Comprehensive Plan update in 2008; and

**Whereas**, the Town’s new 2022 Comprehensive Plan (“**Plan**”) has been adopted and the Town Board has authorized the Town’s Planning Department and the Town’s Planning Consultant to begin the implementation of the Plan; and

**WHEREAS**, in anticipation of the introduction of the proposed zoning map amendment, the Town’s Planning Consultant has prepared for the Town Board’s review Part 1 of a Full Environmental Assessment Form (“**FEAF**”), pursuant to SEQRA, of which a copy is attached as Exhibit A to this Resolution; and

**WHEREAS**, pursuant to New York State Municipal Rule Law § 20, a copy of this Resolution was received by each member of the Town Board prior to this meeting and the Proposed Local Law shall be deemed to be on the desk of each member of the Town Board as of tonight’s Town Board meeting.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF HAMBURG AS FOLLOWS:**

1. The Town Board has determined that they would like to proceed with the rezoning of these parcels.
2. For the reasons set forth in this Resolution, and pursuant to New York State Municipal Home Rule Law § 20 and Sections 8-15 and 280-338 of the Code, the Town Board hereby introduces this Town of Hamburg Local Law, A local law to amend the Zoning Map of the Town of Hamburg to rezone parcels near the intersection of Camp Road the NYS Thruway interchange with the described SBL numbers and parcels illustrated in Exhibit B from M-2 Light Industrial, C-2 General Commercial, C-1 Local Retail Business and un-zoned Thruway Authority lands to CRI Camp Road Interchange :
3. Pursuant to provisions of SEQRA, the Town Board hereby determines to classify the adoption of the proposed zoning map amendment (the “proposed action” in accordance with SEQRA) as a Type I action in accordance with Article 8 of the New York State Environmental Conservation Law and 6 NYCRR Part 617.4(b)(2).

4. Further, pursuant to SEQRA, the Town Board further determines that it will be the only agency with approval authority over the proposed action. Accordingly, the Town Board hereby declares its intent to be the Lead Agency for the conduct of the environmental review of the proposed action under SEQRA, and authorizes a coordinated review with other Interested Agencies.
5. The Town Board hereby accepts the FEAF for the proposed action, which has been prepared by the Town's Planning Consultant, a copy of which is attached as Exhibit A to this Resolution.
6. The Town Board hereby directs that the proposed zoning map amendment be referred to the Erie County Department of Environment and Planning pursuant to Section 239-m of the New York State General Municipal Law.
7. The Town Board hereby directs that the proposed zoning map amendment be referred to the Town Planning Board for its review and for an advisory report pursuant to § 280-340(B) of the Code. The Planning Board shall deliver its response to this referral to the Town Board.
8. The Town Board hereby directs that the proposed zoning map amendment be referred to the Town's Code Review Committee for its review.
9. The Town Board also directs the Town Clerk to post a copy of the proposed zoning map amendment on the Town's web site, and to make a paper copy of the proposed Local Laws available for review by the public at the Town Hall, located at 6100 South Park Avenue, Hamburg, New York 14075.
10. The Town Board hereby directs the Town's Planning Consultant to prepare for the Town Board's review at a later date a Part 2 and Part 3 of the SEQRA Environmental Assessment Form for the Town Board's review and consideration.

#### **MOVED: R. HOAK**

#### Attached Documents:

Exhibit A. SEQRA Part 1 of the Full Environmental Assessment Form, as prepared by Andrew Reilly, AICP, of Wendel

Exhibit B. Map of Proposed Zoning Map Amendment, as submitted by Andrew Reilly, AICP, of Wendel

#### **ATTACHMENTS:**

| Description  | Upload Date | Type            |
|--|-------------|-----------------|
| Camp Road Interchange District FEAF Part 1         | 4/20/2023   | Backup Material |
| Camp Road Interchange District Proposed Zoning Map | 4/20/2023   | Backup Material |

## Instructions for Completing Part 1

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

### A. Project and Applicant/Sponsor Information.

|   |        |            |
|---|--------|------------|
| Name of Action or Project:  |        |            |
| Project Location (describe, and attach a general location map):     |        |            |
| Brief Description of Proposed Action (include purpose or need):     |        |            |
| Name of Applicant/Sponsor:  |        | Telephone: |
|   |        | E-Mail:    |
| Address:  |        |            |
| City/PO:  | State: | Zip Code:  |
| Project Contact (if not same as sponsor; give name and title/role): |        | Telephone: |
|   |        | E-Mail:    |
| Address:  |        |            |
| City/PO:  | State: | Zip Code:  |
| Property Owner (if not same as sponsor):                            |        | Telephone: |
|   |        | E-Mail:    |
| Address:  |        |            |
| City/PO:  | State: | Zip Code:  |



**B. Government Approvals, Funding, or Sponsorship.** (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

| Government Entity  | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
|--|--|--|
| a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |
| b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |
| c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |
| d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |
| e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |
| f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |
| g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |
| h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |
| i. Coastal Resources.<br><i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |

**C. Planning and Zoning****C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☐ No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

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c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

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**C.3. Zoning**

73

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

\_\_\_\_\_

\_\_\_\_\_

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? \_\_\_\_\_

b. What police or other public protection forces serve the project site?

\_\_\_\_\_

c. Which fire protection and emergency medical services serve the project site?

\_\_\_\_\_

d. What parks serve the project site?

\_\_\_\_\_

\_\_\_\_\_

**D. Project Details****D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

\_\_\_\_\_

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres

b. Total acreage to be physically disturbed? \_\_\_\_\_ acres

c. Total acreage (project site and any contiguous properties) owned  
or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

\_\_\_\_\_

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: \_\_\_\_\_ months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_

- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year

- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

|   |                   |                   |                     |                                       |
|---|-------------------|-------------------|---------------------|---------------------------------------|
| f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> |                   |                   |                     |                                       |
| If Yes, show numbers of units proposed. <span style="float: right;">74</span>   |                   |                   |                     |                                       |
|   | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
| Initial Phase   | _____             | _____             | _____               | _____                                 |
| At completion   | _____             | _____             | _____               | _____                                 |
| of all phases   | _____             | _____             | _____               | _____                                 |

|  |  |
|--|--|
| g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> |  |
| If Yes,  |  |
| i. Total number of structures _____  |  |
| ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length  |  |
| iii. Approximate extent of building space to be heated or cooled: _____ square feet  |  |

|  |  |
|--|--|
| h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> |  |
| If Yes,  |  |
| i. Purpose of the impoundment: _____   |  |
| ii. If a water impoundment, the principal source of the water: <span style="float: right;"><input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify:</span>   |  |
| _____  |  |
| iii. If other than water, identify the type of impounded/contained liquids and their source.   |  |
| _____  |  |
| iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres   |  |
| v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length  |  |
| vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):   |  |
| _____  |  |

**D.2. Project Operations**

|  |  |
|--|--|
| a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> |  |
| (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)   |  |
| If Yes:  |  |
| i. What is the purpose of the excavation or dredging? _____  |  |
| ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  |  |
| <ul style="list-style-type: none"> <li>• Volume (specify tons or cubic yards): _____</li> <li>• Over what duration of time? _____</li> </ul>   |  |
| iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.   |  |
| _____  |  |
| _____  |  |
| iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  |  |
| If yes, describe. _____  |  |
| _____  |  |
| v. What is the total area to be dredged or excavated? _____ acres  |  |
| vi. What is the maximum area to be worked at any one time? _____ acres   |  |
| vii. What would be the maximum depth of excavation or dredging? _____ feet   |  |
| viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  |  |
| ix. Summarize site reclamation goals and plan: _____   |  |
| _____  |  |
| _____  |  |

|  |  |
|--|--|
| b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> |  |
| If Yes:  |  |
| i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____  |  |
| _____  |  |

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: 75

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes ☐ No

If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No



|   |   |  |   |
|---|---|--|---|
| <p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><div style="text-align: center;">77</div>   |  |   |
| <p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |   |
| <p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply):    <input type="checkbox"/> Morning        <input type="checkbox"/> Evening        <input type="checkbox"/> Weekend<br/> <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces:    Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <span style="float: right;">Yes    No</span></p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> | <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |   |
| <p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |   |
| <p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> </tr> </table>   |   | <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |
| <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>  | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |  |   |

|   |           |
|---|-----------|
| <p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>  | <p>78</p> |
| <p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>   |           |
| <p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>  |           |
| <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>   |           |
| <p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>  |           |
| <p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>   |           |
| <p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>  |           |
| <p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>   |           |
| <p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul> |           |

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No  
 If Yes: 79  
*i.* Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
*ii.* Anticipated rate of disposal/processing:  
     • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
     • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
*iii.* If landfill, anticipated site life: \_\_\_\_\_ years

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t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No  
 If Yes:  
*i.* Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
*ii.* Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
*iii.* Specify amount to be handled or generated \_\_\_\_\_ tons/month  
*iv.* Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
*v.* Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

## E. Site and Setting of Proposed Action

| <b>E.1. Land uses on and surrounding the project site</b>   |                    |                                     |                       |
|---|--------------------|-------------------------------------|-----------------------|
| a. Existing land uses.<br><i>i.</i> Check all uses that occur on, adjoining and near the project site.<br><input type="checkbox"/> Urban <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Rural (non-farm)<br><input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____<br><i>ii.</i> If mix of uses, generally describe:<br>_____<br>_____ |                    |                                     |                       |
| b. Land uses and coverytypes on the project site.   |                    |                                     |                       |
| Land use or<br>Coverytype   | Current<br>Acreage | Acreage After<br>Project Completion | Change<br>(Acres +/-) |
| • Roads, buildings, and other paved or impervious surfaces  |                    |                                     |                       |
| • Forested  |                    |                                     |                       |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)  |                    |                                     |                       |
| • Agricultural<br>(includes active orchards, field, greenhouse etc.)  |                    |                                     |                       |
| • Surface water features<br>(lakes, ponds, streams, rivers, etc.)   |                    |                                     |                       |
| • Wetlands (freshwater or tidal)  |                    |                                     |                       |
| • Non-vegetated (bare rock, earth or fill)  |                    |                                     |                       |
| • Other<br>Describe: _____<br>_____   |                    |                                     |                       |

|  |           |
|--|-----------|
| <p>c. Is the project site presently used by members of the community for public recreation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>i. If Yes: explain: _____</p>   | <p>80</p> |
| <p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes,</p> <p>i. Identify Facilities: _____</p> <p>_____</p>  |           |
| <p>e. Does the project site contain an existing dam? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Dimensions of the dam and impoundment:</p> <ul style="list-style-type: none"> <li>• Dam height: _____ feet</li> <li>• Dam length: _____ feet</li> <li>• Surface area: _____ acres</li> <li>• Volume impounded: _____ gallons OR acre-feet</li> </ul> <p>ii. Dam's existing hazard classification: _____</p> <p>iii. Provide date and summarize results of last inspection: _____</p> <p>_____</p>  |           |
| <p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Has the facility been formally closed? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <ul style="list-style-type: none"> <li>• If yes, cite sources/documentation: _____</li> </ul> <p>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____</p> <p>_____</p> <p>iii. Describe any development constraints due to the prior solid waste activities: _____</p> <p>_____</p>  |           |
| <p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____</p> <p>_____</p>  |           |
| <p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> Yes – Spills Incidents database</p> <p><input type="checkbox"/> Yes – Environmental Site Remediation database</p> <p><input type="checkbox"/> Neither database</p> </div> <div style="width: 50%;"> <p>Provide DEC ID number(s): _____</p> <p>Provide DEC ID number(s): _____</p> </div> </div> <p>ii. If site has been subject of RCRA corrective activities, describe control measures: _____</p> <p>_____</p> <p>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, provide DEC ID number(s): _____</p> <p>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____</p> <p>_____</p> |           |



|   |   |
|---|---|
| v. Is the project site subject to an institutional control limiting property uses? <span style="float:right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> |   |
| • If yes, DEC site ID number: _____ <span style="float:right;">81</span>  |   |
| • Describe the type of institutional control (e.g., deed restriction or easement): _____  |   |
| • Describe any use limitations: _____   |   |
| • Describe any engineering controls: _____  |   |
| • Will the project affect the institutional or engineering controls in place? <span style="float:right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>      |   |
| • Explain: _____<br>_____<br>_____  |   |
|   |   |
| <b>E.2. Natural Resources On or Near Project Site</b>   |   |
| a. What is the average depth to bedrock on the project site?  | _____ feet  |
| b. Are there bedrock outcroppings on the project site?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%  |   |
| c. Predominant soil type(s) present on project site:  | _____ %<br>_____ %<br>_____ %   |
| d. What is the average depth to the water table on the project site?  | Average: _____ feet   |
| e. Drainage status of project site soils:   | <input type="checkbox"/> Well Drained: _____% of site<br><input type="checkbox"/> Moderately Well Drained: _____% of site<br><input type="checkbox"/> Poorly Drained _____% of site |
| f. Approximate proportion of proposed action site with slopes:  | <input type="checkbox"/> 0-10%: _____% of site<br><input type="checkbox"/> 10-15%: _____% of site<br><input type="checkbox"/> 15% or greater: _____% of site                        |
| g. Are there any unique geologic features on the project site?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| If Yes, describe: _____<br>_____  |   |
| h. Surface water features.  |   |
| i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| ii. Do any wetlands or other waterbodies adjoin the project site?   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| If Yes to either i or ii, continue. If No, skip to E.2.i.   |   |
| iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| iv. For each identified regulated wetland and waterbody on the project site, provide the following information:   |   |
| • Streams: Name _____ Classification _____  |   |
| • Lakes or Ponds: Name _____ Classification _____   |   |
| • Wetlands: Name _____ Approximate Size _____   |   |
| • Wetland No. (if regulated by DEC) _____   |   |
| v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| If yes, name of impaired water body/bodies and basis for listing as impaired: _____<br>_____<br>_____   |   |
| i. Is the project site in a designated Floodway?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| j. Is the project site in the 100-year Floodplain?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| k. Is the project site in the 500-year Floodplain?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| If Yes:   |   |
| i. Name of aquifer: _____   |   |

|  |  |
|--|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>   | <p>_____</p> <p>_____</p> <p style="text-align: right;">82</p> |
| <p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">_____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul> |  |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>  |  |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p>   |  |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> <p>_____</p>  |  |
| <p><b>E.3. Designated Public Resources On or Near Project Site</b></p>   |  |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>   |  |
| <p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>  |  |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <span style="margin-left: 20px;"><input type="checkbox"/> Biological Community</span> <span style="margin-left: 20px;"><input type="checkbox"/> Geological Feature</span></p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>  |  |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>  |  |

|  |
|--|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the New York State Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District<br>ii. Name: _____<br>iii. Brief description of attributes on which listing is based: _____ |
| f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Describe possible resource(s): _____<br>ii. Basis for identification: _____   |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Identify resource: _____<br>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____<br>iii. Distance between project and resource: _____ miles.  |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Identify the name of the river and its designation: _____<br>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>   |

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

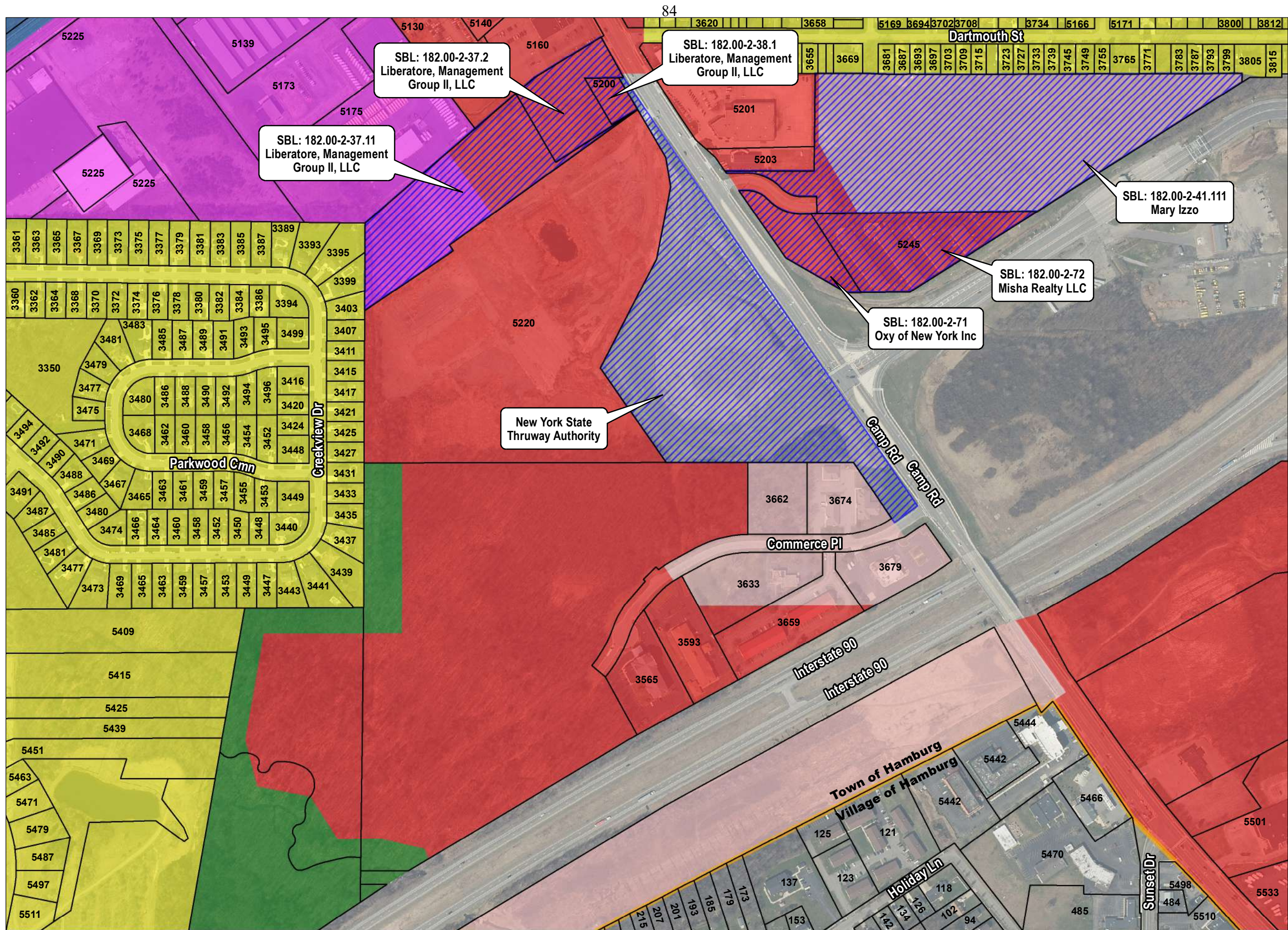
#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature                     *AKG*                     Title \_\_\_\_\_





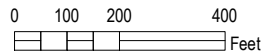
# Camp Road Interchange Proposed Zoning Areas to CRI

Town of Hamburg  
ERIE COUNTY, NEW YORK



**LEGEND**

- Municipal Boundary
- Parcels 2022 (Parcel No. Labeled)
- Proposed CRI Zoning
- Town of Hamburg Existing Zoning (as of 10/24/2022)
- C1
- C2
- M2
- PUD
- R2
- RA



Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C. shall assume no liability for 1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused or; 2. Any decision or action taken or not taken by the reader in reliance upon any information or data furnished hereunder.  
Data Sources: Erie County GIS, NYS GIS Program Office, NYS Office of Information Technology Services, Orthoimagery Spring 2021

\\data\DATA\PROJECTS\300823CODE\Projects\1117\_CampRoadInterchange\ProposedCRI\Zoning.mxd



**Town Board of the Town of Hamburg**  
**April 24, 2023 Meeting**

**19. Agreement - Drescher and Malecki**

**Be it Resolved** that the Town Supervisor is authorized to enter into the Engagement Agreement prepared by Drescher & Malecki to provide upon request services necessary to complete the annual audit for the Town pertaining to the year ending December 31st, 2022 and for additional services as determined necessary through the end of this calendar year December 31, 2023.

Moved: R. Hoak

**ATTACHMENTS:**

| Description                               | Upload Date | Type       |
|---|-------------|------------|
| Drescher & Malecki Engagement Letter 2023 | 4/20/2023   | Cover Memo |

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*Certified Public Accountants*

March 14, 2023

Mr. Randy Hoak, Supervisor  
Town of Hamburg  
S6100 South Park Avenue  
Hamburg, New York 14075

Dear Supervisor Hoak:

Drescher & Malecki LLP ("D&M", "we", "us" or "our") is pleased to provide the Town of Hamburg, New York (the "Town" or "you") with the professional services described below. This letter, and the attached Terms and Conditions Addendum and any other attachments incorporated herein (collectively, "Agreement"), confirms our understanding of the terms and objectives of our "accounting services" engagement and the nature and limitations of the services we will provide during the Town's fiscal year ending December 31, 2023. This engagement between the Town and our firm will be governed by the terms of this Agreement.

**Accounting Services.** We will assist with various accounting services and projects of the Town by providing staffing during the 2023 calendar year. Services may include, but are not limited to, those items listed in Exhibit A. Additionally, D&M will be available for technical questions and issues that arise throughout the course of business.

When applicable, we will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on financial information within our work product.

Our engagement cannot be relied upon to identify or disclose any financial information misstatements relating to our work product, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Erica M Handley is the engagement director for the accounting services specified in this letter. Her responsibilities include supervising D&M's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign any relevant reports. In performing our services, D&M will comply with the AICPA's Code of Professional Conduct, which includes the ethical principles applicable to the services we have agreed to perform.

**Town's Responsibility.** The Town is responsible for the accuracy and completeness of records, documents, explanations, and other information, including significant judgements, you provide to us for the engagement. The Town will provide us with trial balances and other supporting data needed to perform our procedures. The Town is responsible for adopting sound accounting policies to maintain an

adequate and efficient accounting system to allow for the safeguarding of assets, the proper authorization transactions, retention of adequate supporting documentation for those transactions and the design of a system of effective internal controls.

The Town is responsible to prevent and detect fraud and to ensure that the Town complies with the laws and regulations applicable to its activities. By your signature below, you also acknowledge that the Town is responsible for all management decisions and responsibilities and for designating Timothy Howard, Supervisor, whom you believe has suitable skills, knowledge, and experience to oversee our preparation of the Town's financial information. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

**Confidentiality.** During the course of this engagement we may have access to proprietary information of the Town, including, without limitations, oral and written information and material concerning or pertaining to personnel information, plans and/or projects. We acknowledge that such information, regardless of its form, is confidential and proprietary to the Town, and that we shall not use, copy, or disclose the information in whole or in part in any manner or to any person or entity without the express prior written consent of a duly authorized officer of the Town.

**Indemnity.** To the extent we are acting on behalf of the Town and at the direction of management, the Town agrees to indemnify us for any damages that may result from our good faith actions.

**Fees.** For the projects detailed within Appendix C, we will bill based on the related fees. For additional projects, the Town will only be billed for actual time worked at the following discounted hourly rates during 2023: partners/directors \$200; senior managers \$175; managers \$150; seniors \$125; and, staff \$85.

\* \* \* \* \*

Sincerely,

*Drecher + Malecki LLP*

Accepted and approved by the Town of Hamburg, New York:

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Hon. Randy Hoak, Supervisor  
Town of Hamburg, New York

Drescher & Malecki LLP is available to provide the following accounting services upon request:

1. Provide the Supervisor with anticipated on-site times
2. Communicate to the Town Board significant issues or concerns as necessary
3. Attend Town Board work sessions and board meetings as requested
4. Be available for technical questions and issues that arise throughout the course of business
5. Provide emergency support staff upon short notice, generally within 24-48 hours
6. Assist with drafting finance-related resolutions
7. Provide the Town with monthly detailed invoices to outline the specific duties performed
8. Advise the Supervisor and Town Board in fiscal matters
9. Assist with responses to any questions or requests initiated by the New York State Office of the State Comptroller and other regulatory agencies
10. Provide guidance pertaining to maintenance of the Town's general ledger
11. Meet with department managers
12. Assist with the external audit (as necessary)
13. Policies and procedures:
  - a) Read the current Town processes and prepare narratives/flowcharts of the key accounting processes including accounts payable, payroll, cash receipts, journal entry processing, bank reconciliation performance, budgetary transfers and amendments, issuance and payment of debt, etc. and provide recommendations.
  - b) Meet with management to identify areas of improvement and opportunity
  - c) Work with the Town to initiate a finance department policies and procedures manual
  - d) Provide the Town with recommended accounting practices alternatives
14. Provide continuous audit services to the operating cash balances for each month during the year ending December 31, 2023, including a proof of outstanding checks, deposits in transit and other reconciling items.
15. Provide continuous audit services for each journal entry prepared by the Finance Department for the year ending December 31, 2023, which will be authorized and approved for entry by the Town Supervisor.
16. Capital projects:
  - a) Assist in the accounting of capital projects, including maintenance of encumbrances, retainage amounts and construction-in-progress
17. Debt:
  - a) Assist with the accounting for the issuance and payment of bonds, bond anticipation notes and leases
  - b) Provide the Town's Fiscal Advisors various accounting information and statistics
18. Budget monitoring:
  - a) Compare actual revenues and expenditures to the adopted budget
  - b) Present actual to budget performance comparison on a quarterly basis to the Town Supervisor
  - c) Meet with department managers as appropriate to analyze operational and financial data and compare to departmental objectives and needs
  - d) Propose budget amendments and transfers to the Town Board
  - e) Draft budget transfer resolutions as requested
19. Budget assistance:
  - a) Consultation and meetings
  - b) Budget preparation
  - c) Budget proof and review
  - d) Tax cap submission assistance
  - e) Fund balance projections



20. Final budget and tax rates:
  - a) Final proof and printing
  - b) Preparation and review
21. Annual independent audit (as necessary):
  - a) Compile information for the annual audit
  - b) Assist in providing auditors with reports and schedules
  - c) Assist with responses to any questions or requests from the auditor
  - d) Compile the Town's basic financial statements, footnotes and required supplementary information
  - e) Follow up on prior years' management letter comments issued by the auditors
22. NYS Annual Update Document (AUD)
23. Other items:
  - a) Monitor the use of, and adjustment to, the Town's fund balances
  - b) Assist the Town with implementation of Governmental Accounting Standards Board (GASB) statements
  - c) Provide guidance, including relevant financial information and suggestions, to the Town Board in their decisions

## Terms and Conditions Addendum

### Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this Terms and Conditions Addendum, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this Terms and Conditions Addendum, any reference to "we," "us," or "our" is a reference to Drescher & Malecki LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this Terms and Conditions Addendum.

### Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs monthly as work progresses. Payment is due within 30 days of the date on the billing statement.

### Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or clouds. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

### Third Party Service Providers or Subcontractors

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third party service provider to assist us in the provision of services to you which may include receipt of your confidential information. This provider has established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. By accepting the terms and conditions of our engagement, you are providing your consent and allow us to disclose your confidential information to a third party service provider, if such disclosure is necessary to deliver professional service or provide support services to our firm.

## Terms and Conditions Addendum

### Records Management

#### *Record Retention and Ownership*

We will return all your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of seven (7) years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

#### *Working Paper Access Requests by Regulators and Others*

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests may also come in the form of peer review, ethics investigations or in the sale of the accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by law or regulation, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate at your own expense to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

#### *Summons or Subpoenas*

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement and we are not prohibited from doing so by law or regulation, we agree to inform you of such summons or subpoena as soon as practical.

You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate at your sole expense to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

## Terms and Conditions Addendum

### Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice. We recommend that you retain legal counsel and investment advisors to provide such advice.

### Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Drescher & Malecki LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

### Management Responsibilities

While Drescher & Malecki LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services Drescher & Malecki LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

### Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

### Alternative Dispute Resolution

If a dispute arises out of or relates to this engagement letter including the scope of services engagement contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the Professional Accounting and Related Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in New York State. The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs

## Terms and Conditions Addendum

of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

### Loss Limitation and Indemnification

Drescher & Malecki LLP's liability for all claims, damages, and costs arising from this engagement is limited to three times the total amount of fees paid by you to Drescher & Malecki LLP for services rendered under this agreement.

You agree to indemnify, defend, and hold harmless Drescher & Malecki LLP and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of the firm.

### Designation of Venue and Jurisdiction

In the event of a dispute, you and we agree that the courts of the state of New York, County of Erie, shall have jurisdiction, and we agree to submit all disputes to the courts of the state of New York, County of Erie or the U.S. District Court for the Western District of New York, which is the proper and most convenient venue for resolution. We also agree that the law of the state of New York shall govern all such disputes.

### Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This engagement letter will apply to all materials whether in digital or "hard copy" format.

### Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Drescher & Malecki LLP.

### Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this engagement letter or as we determine professional standards require.

**Terms and Conditions Addendum****Assumption**

All parties acknowledge and agree that the terms and conditions of this agreement will inure to any successor accounting firm by way of a merger or acquisition. As such, all rights and obligations under this engagement letter shall survive and be in force to the fullest extent permitted by law or regulation.

**Severability**

If any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this engagement letter.

**Entire Agreement**

This engagement letter, including the Terms and Conditions Addendum and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this engagement letter must be made in writing and signed by both parties.

\* \* \* \* \*

## DMLLP Proposed Cost Structure - 2023

| Task                                     | Estimated Amount |
|--|------------------|
| Other:                                   | \$ 1,000         |
| National grid tax rate adjustment        |                  |
| Year-end items:                          | 2,000            |
| Insurance (CS) analysis and review       |                  |
| Insurance transfer analysis and review   |                  |
| GASB/Debt/Other assistance               |                  |
| Closing/audit assistance:                | 3,500            |
| Financial statements proof               |                  |
| AUD assistance                           |                  |
| AUD follow-up questions                  |                  |
| Consultation and meetings                |                  |
| Budget assistance:                       | 9,500            |
| Budget preparation                       |                  |
| Budget proof and review                  |                  |
| Presentation preparation                 |                  |
| Consultation and meetings                |                  |
| Tax cap submission assistance            |                  |
| Fund balance projections                 |                  |
| Final budget/tax rates:                  | 2,500            |
| Final proof and printing                 |                  |
| Preparation and review                   |                  |
| Submission to Erie County                |                  |
| Follow-up questions with County          |                  |
| Special projects, as discussed with Town | 6,500            |
|  | <u>\$ 25,000</u> |

**Town Board of the Town of Hamburg  
April 24, 2023 Meeting**

**20. Highway Garage Electric Upgrades**

**WHEREAS**, the Town of Hamburg Engineering Department have prepared bid documents for the Town Highway Office & Garage Electric Upgrades, and

**WHEREAS**, a Public Bid Opening was held on April 20, 2023, and

**WHEREAS**, that the lowest responsible bidder, having submitted a bid in the amount of \$198,288.00 (one hundred ninety eight thousand, two hundred eighty eight dollars and no cents),for this project is:

Stenzel Electrical Construction  
8533 Sunset Drive  
Williamsville, NY 14221

**BE IT RESOLVED**, that the Town Supervisor is authorized to sign the contractual agreement with Stenzel Electrical Construction, and issue the Notice of Award and Notice to Proceed.

Account H.104.5110.303

Moved: Farrell-Lorentz



**Town Board of the Town of Hamburg  
April 24, 2023 Meeting**

**21. Highway Garage Roof, Insulation, & Repairs**

**WHEREAS**, the Town of Hamburg Engineering Department have prepared bid documents for the Town Highway Garage Roof, Insulation & General Repairs, and

**WHEREAS**, a Public Bid Opening was held on April 20, 2023, and

**WHEREAS**, that the lowest responsible bidder for this project is:

Arrow Sheet Metal Works, Inc. 75 Thielman Drive, Buffalo NY 14206, having submitted a bid for Base Bid Items and Alternate 1 in the amount of \$1,301,700.00 (one million, three hundred and one thousand, seven hundred dollars and no cents),

**BE IT RESOLVED**, that the Town Supervisor is authorized to sign the contractual agreement with Arrow Sheet Metal Works, Inc., and issue the Notice of Award and Notice to Proceed.

Account H.104.5110.303

Moved: Farrell-Lorentz

**Town Board of the Town of Hamburg  
April 24, 2023 Meeting**

**22. Re-Bid Highway Garage HVAC Upgrades and repairs**

**WHEREAS** the Town of Hamburg has previously advertised for sealed bids, and having not received any bids for this project,

**BE IT RESOLVED** that the Town Clerk is authorized to re-advertise for sealed bids entitled “**Highway Garage HVAC Upgrades and Repairs**”

Sealed separate bids will be received at Hamburg Town Hall, Town Clerk’s Office, 6100 South Park Ave, Hamburg, New York, 14075, and said bid will be publicly opened and read aloud on Wednesday May 17, 2023, in Conference Room 7 A/B (downstairs) at 10:00 AM. Mailed bids should be sent (& clearly marked) to:

Town of Hamburg

**Attn: TOWN CLERK, Bid Enclosed – Highway Garage HVAC Upgrades and Repairs”**

6100 South Park Ave

Hamburg, NY 14075

for: Project #2023-07 Hamburg Highway Garage HVAC Upgrades and Repairs

MOVED: Hoak